



MEMORANDUM

TO: Members of the Parks and Recreation Board

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: November 25, 1991

SUBJECT: Riverplace MUD Proposed Consent Agreement Amendments

① access for public by easement from Woodlands PK to mouth of Lake.

② Neighborhood PK is completed w/in 3mo of sale of bmds

③ Public access to (50' wide) Lake regardless of marina

The Board reviewed the Riverplace project on October 22, 1991, and at that time decided to defer action until the November 26 meeting. Staff have had several meetings with the applicants in the interim.

To recap for you, the applicants are proposing changes to the MUD Consent Agreement and Land Plan which affect parks and recreational facilities. You will note on Attachment "A", an excerpt from the Consent Agreement, that Riverplace is required to dedicate approximately 64 acres of parkland to the District within one year of confirmation of the District. Riverplace is also required to expend \$234,000 for recreational facilities listed on Exhibit G, which is Attachment "B" to this memorandum, within a certain time period.

The applicants are not proposing to decrease either of the acreage or the funding requirements, but have proposed some changes in the location and configuration of the parklands, how the funds will be spent, and the timing of park dedications and construction. Attachment "C" is the proposed revised Consent Agreement language, and Attachment "D" is the proposed revised Exhibit G, showing the proposed changes in how the funds will be spent in the parks. Please note that total acreage has increased slightly. Attachment "E" illustrates parklands per the existing Land Plan, and Attachment "F" shows the proposed changes. The proposed parklands will be made more obvious during the presentation before the Board with a full map.

These proposed changes are acceptable to the Parks and Recreation Department with one exception, the lack of access to Lake Austin from Woodlands Park. From the park site, one is naturally drawn toward the Lake which from this point offers excellent views up,

Public - CoA

(New)
Consent Agmt
new fac plan
old Land Plan
new Land Plan

down and across the water. The applicants do not want to commit to such access, for it would eliminate their flexibility to plat single family waterfront lots in the adjacent 4.25-acre Village Cluster if the market so demands at the time of development. The applicants have, however, expressed willingness to grant such access if and when the marina is approved.

RECOMMENDATION: I recommend approval of all proposed changes shown in Attachments "C", "D" and "F" with one condition: that the Consent Agreement also include language committing Riverplace to provide public access to Lake Austin from Woodlands Park as part of the marina approval process, with the understanding that such access will not be required if the marina is never going to be built. Such access should be a minimum of 50 feet in width to and along the Lake front. Such access may be by a physical extension of Woodlands Park to the Lake, or by an access easement, or by any other means which are found acceptable to the parties at the time of marina approval.

Public access
All parklands under discussion are to be dedicated to the District and will be owned and maintained by the District until such time that the City annexes and dissolves the District. Then they would become City parklands.



Manuel A. Mollinedo, Director
Parks and Recreation Department

Attachments
MAM:SC

Attachments C - New Concept,
Attach. D - New Fac Plan
Attach. F - New Land Plan

ATTACHMENT A

*Approved
Consent Agmt*

of the City, except as to plat approval by the Planning Commission as provided above. River Place agrees not to request exemption from compliance with any future ordinance adopted by the City controlling the height of buildings along FM 2222, based solely upon the City's approval of the District and the Land Plan.

C. All subdivision plats of the property shall be consistent with the land plan, which shall be updated as each section of the property is platted. The City Planning Director shall determine whether a plat is in substantial compliance with the land plan. Any person aggrieved by the decision of the Planning Director may appeal such decision by filing a written notice thereof with the City Clerk within ten (10) days of the date of such decision. The City Council shall then hold a public hearing and render a decision either affirming or reversing such decision within fifteen (15) days of the date of such notice of appeal.



D. River Place agrees and covenants to dedicate, and by these presents does hereby express its intention to dedicate the following:

1. Approximately sixty-four (64) acres of land in the District as shown on the Land Plan shall be dedicated to the District for parkland purposes within one (1) year of confirmation of the creation of the District; provided, however, that River Place shall retain the right to use such acreage for calculating density on other parts of the River Place Development even though platted after such dedication. River Place and the Director of the City's Parks and Recreation Department shall agree on the exact location and configuration of the parkland to be so dedicated.

2. The following contributions and dedications shall be made no later than the date of disbursement of the proceeds of the first sale of District bonds:

(1) A school site of approximately fifteen (15) acres shall be dedicated to the Leander Independent School District, as shown on the Land Plan.

(2) A Fire Station Site of approximately 0.8 acres within the "Support Commercial" designation within the District shall be dedicated to the District, as shown on the Land Plan.

E. River Place agrees to promptly finance and construct a left turn bay on R.M. 2222 at its intersection with River Place Boulevard at the direction of the City and the State, provided that the State approves such construction by River Place. Nothing in this section shall be construed to preclude River Place from requesting funds or accepting funds from the State of Texas or County of Travis for use in connection with such roadway construction. River Place agrees to finance and construct, at the direction of the City's Urban Transportation Department but not prior to platting of at least 150 dwelling units, Glenlake Drive between Glenlake Subdivision and the southeastern boundary of the District, a section approximately two hundred fifty feet (250') in length, provided that River Place is able to reasonably obtain the necessary rights-of-way. Platting of subdivisions in the District shall be limited to one hundred fifty (150) dwelling units until a second road outlet, other than River Place Boulevard, is completed.

F. River Place agrees to construct physical facilities for the installation of stormwater monitoring stations, including but not limited to equipment housing and water measurement structures (flumes and wiers) at a minimum of two (2) sites. The final design and location of such facilities shall be developed in cooperation with and must receive the approval of the Watershed Management Division of the Public Works Department. The City

shall provide and install the monitoring equipment for use in the City's Stormwater Monitoring Program. River Place and the City each agree to pay for one-half (1/2) of the water quality sampling analyses for a period of two (2) years from the date of the completion of equipment installation. Such analyses shall be conducted as outlined in the City's "Stormwater Monitoring Program Work Plan" by the City's subcontractor for sample analysis. Provided, however, that River Place's commitment shall be limited to sample analyses of no more than twelve (12) storm events per year, with an average of not more than six (6) samples per site per storm event. The City shall have the express right at all times, including after the two-year period, to utilize and maintain such stormwater monitoring equipment for similar purposes.



G. Prior to the occupancy of the first new home constructed in the River Place Development, River Place agrees to construct or acquire the recreational facilities listed on Exhibit "G" attached hereto, for use within the District and the approved out-of-district service area. River Place shall not be obligated to expend more than \$234,000.00 on the total facilities. Such facilities shall be established in the public parkland shown on the Land Plan and as stated in Exhibit "D".

ARTICLE X JOINT CONTRACTING

The District is specifically authorized to contract with any other water district for the construction, operation, and maintenance for any water, wastewater facilities, or any other facilities which are within the powers of the District to construct, operate or maintain. Provided, however, the City shall have the right to review and comment on any such contract prior to execution.

ARTICLE XI ASSIGNMENT OF AGREEMENT

River Place, its successors and assigns, may from time to time, transfer, convey or assign all or any part of its rights and obligations under this Agreement with respect to all or any part of the land within the District owned by it. Upon approval by the City of the assignee or assignees, which approval shall not be unreasonably withheld, and provided that the assignee or assignees assume the liabilities, responsibilities and obligations of the assignor under this Agreement, the party assigning its rights and obligations under this Agreement shall be released from the liabilities, responsibilities and obligations hereof to the extent of the land involved in such assignment or assignments, or to the extent otherwise approved by the City. Neither the District nor the City shall assign this Agreement without written consent of each of the other parties hereto. River Place is specifically authorized to assign this Agreement to the District upon its creation; provided, however, that such assignment shall not relieve River Place or its successors or assigns from the obligation to comply with the land use requirements and the other provisions contained herein affecting the use and conditions of sale of property within the District.

ARTICLE XII TERM OF AGREEMENT

This Agreement shall be effective from the date of execution hereof by the City and River Place, and shall continue in effect for a period of forty (40) years from the date of the execution hereof by the District; provided, however, if the District is not created within one (1) year after execution of this Agreement by the City, this Agreement shall terminate and be of no effect.

ATTACHMENT B

OLD
ORIGINAL

PARKLAND IMPROVEMENTS

Recreational Facilities

Estimated costs

1. Neighborhood Park - 5 acres

- a. One field for Soccer and Football
- b. Basketball Court
- c. Tennis Courts (2)
- d. Picnic Area
- e. Irrigation
- f. Clearing, grading, site work
- g. Playscape

\$ 155,000

2. Woodland Park - 7.8 acres

- a. Playscape
- b. Picnic Area
- c. Shelter
- d. Clearing, grading, site work
- e. Parking
- f. Restroom
- g. Landscaping

69,000

3. Nature Preserve - 52 acres

- a. Hiking Trails

10,000

64.8 ac

TOTAL ESTIMATED COSTS

\$ 234,000

Exhibit G

ATTACHMENT C

7. Parks Facilities. The Applicant is generally receptive to PARD's requests. The location and configuration of the parks have been revised to conform to the recommendations of PARD. Additionally, the proposed amendment to Article IX, paragraph D.1 shall be revised as follows:

"Approximately sixty-four (64) acres of land in the District as shown on the Conceptual Master Exhibit "D1" Plan shall be dedicated to the District for public parkland purposes within one (1) year of the date of execution of this Amendment Agreement, provided, however, that River Place shall retain the right to use such acreage for calculating density on other parts of the River Place development even though platted after such dedication. No later than one (1) year from the date of disbursement of proceeds of the first sale of District bonds, River Place agrees to have completed the construction of the recreational facilities listed for the Neighborhood Park on the revised Exhibit "G". No later than the date of final completion and acceptance by the County of the extension of River Place Boulevard to the southmost boundary of the District, adjacent to the Woodlands Park and Nature Preserve as shown on Exhibit "D1", River Place agrees to have completed the construction of the recreational facilities listed for the Woodlands Park and Nature Preserve on the revised Exhibit "G". River Place shall not be obligated to expend more than \$234,000.00 on the facilities. The City shall be allowed to review and approve all plans for such facilities prior to construction and such facilities shall be established or constructed to City standards. Such facilities shall be donated to the District without cost to the District after construction of the facilities.

The amended Exhibit "G", referred to in the paragraph above, is attached as Exhibit "B".

"subject to"

993

have completed

Neigh pk
45/6000 sale

Woodlands
park:
completion of
River Place
Blvd.

ATTACHMENT D

EXHIBIT G (Revised) PARKLAND IMPROVEMENTS

Estimated Cost

1. Neighborhood Park - 5 acres

- a. One field for Soccer and Football
- b. Basketball Court
- c. Picnic Area
- d. Irrigation
- e. Clearing, grading, site work
- f. Playscape

\$ 190,000

2. Woodlands Park - 7 acres

- a. Picnic Area
- b. Clearing, grading, site work
- c. Parking
- d. Landscaping

\$ 24,000

3. Nature Preserve - 54 acres

- a. Hiking Trails

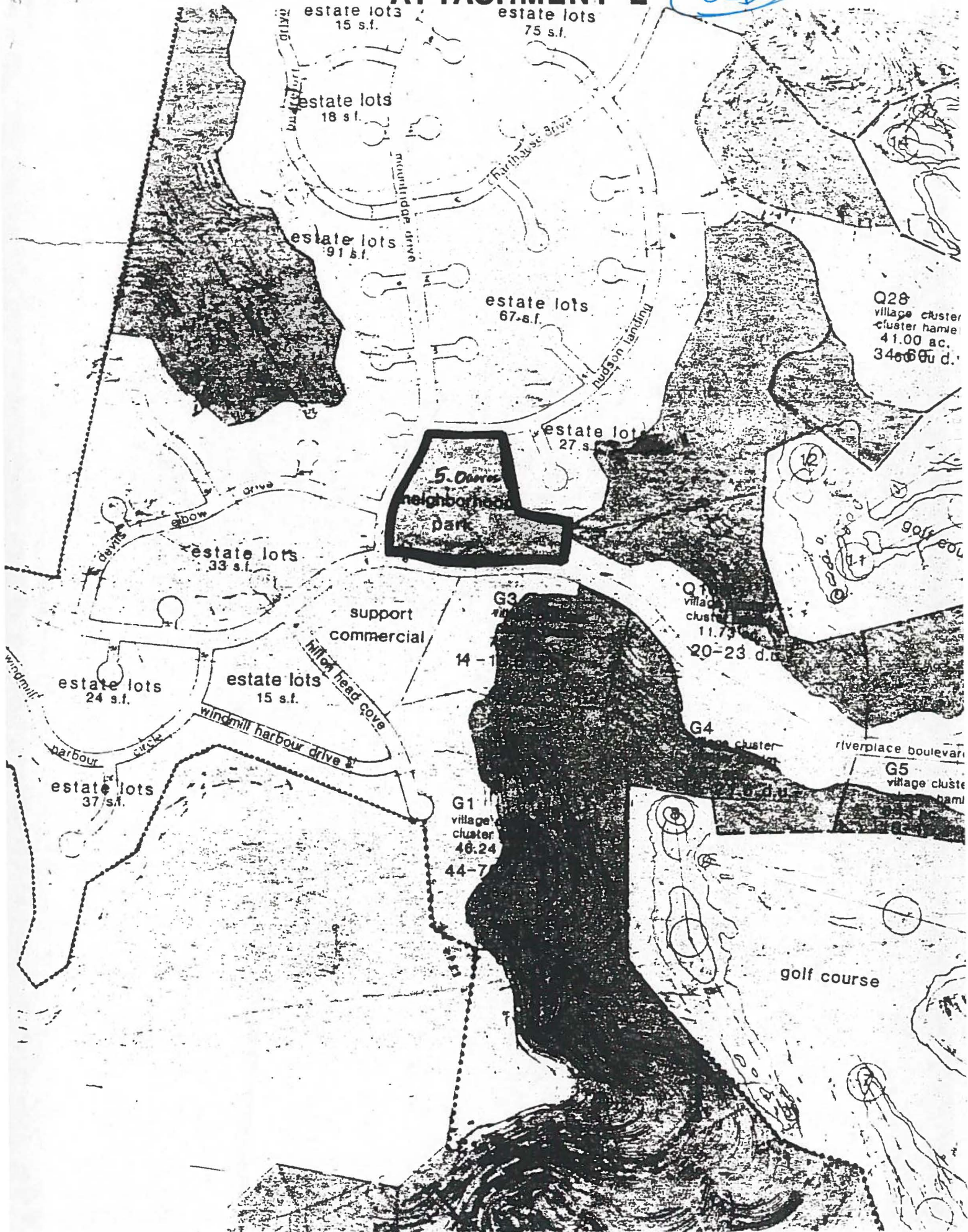
\$ 20,000

TOTAL ESTIMATED COSTS

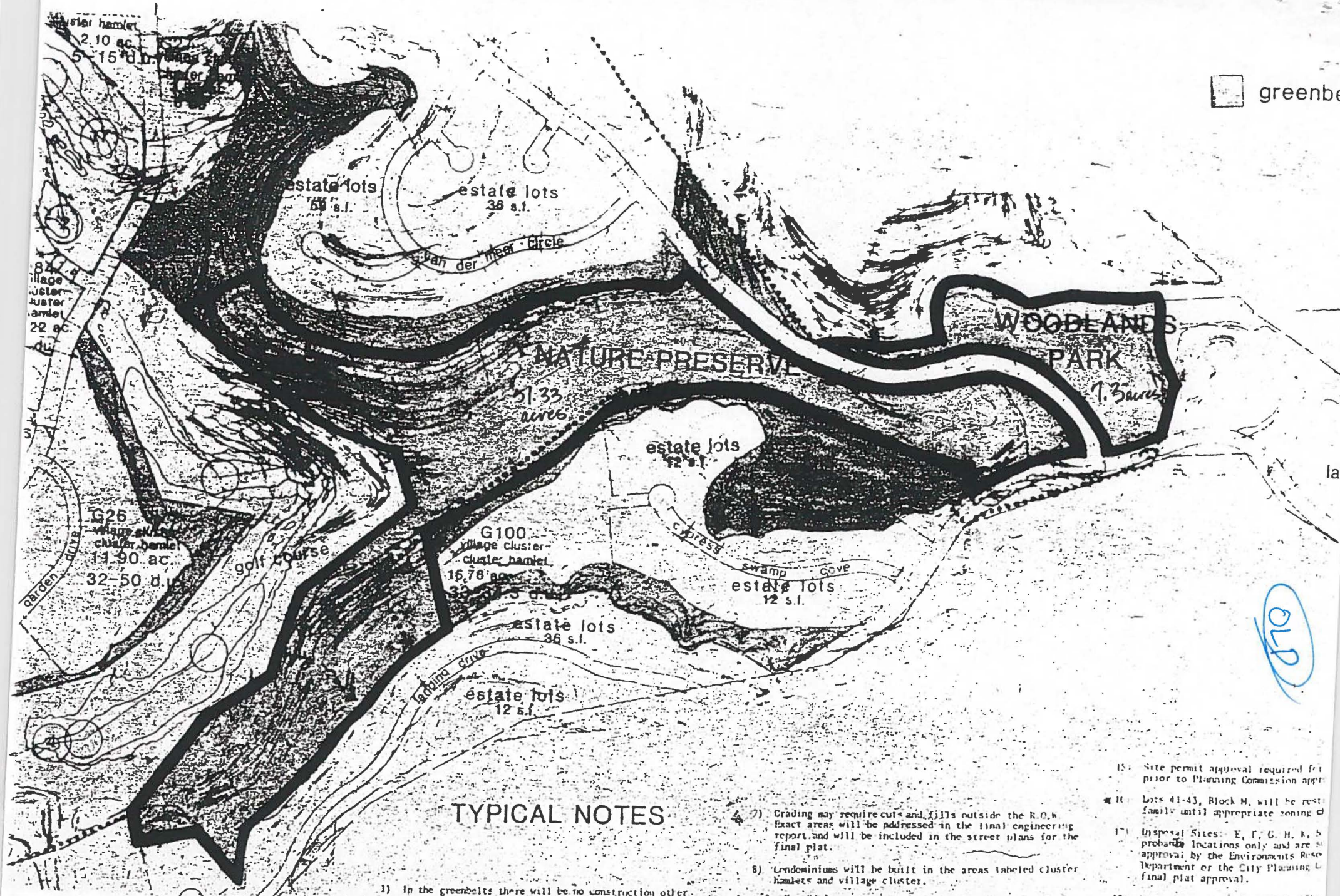
\$ 234,000

ATTACHMENT E

OLD



greenbelt



TYPICAL NOTES

1) In the greenbelts there will be no construction other than related utilities, drainage, golf course or

7) Grading may require cuts and fills outside the R.O.W. Exact areas will be addressed in the final engineering report and will be included in the street plans for the final plat.

8) Condominiums will be built in the areas labeled cluster hamlets and village cluster.

9) All lots abutting Broad Creek Landing, Swallow Tail and Brahams Point shall remain undeveloped within this plat and outside adjoining tracts remain in adequate access.

15) Site permit approval required for prior to Planning Commission approval.

16) Lots 41-43, Block M, will be reserved until appropriate zoning is established.

17) Disposal Sites: E, F, G, H, K, S. Probable locations only and are subject to approval by the Environmental Resources Department or the City Planning Department for final plat approval.

18) Spray irrigation of treated effluent to areas outside 100 year floodplains less than 201 (see deed restrictions).

010

ATTACHMENT F **NEW** single family

PROPOSED
CONSERVATION ESMT. FOR
HABITAT RESERVE
35.72 ac.

EXISTING PLATTED LOTS

single family

neighborhood
park
5.00 ac.

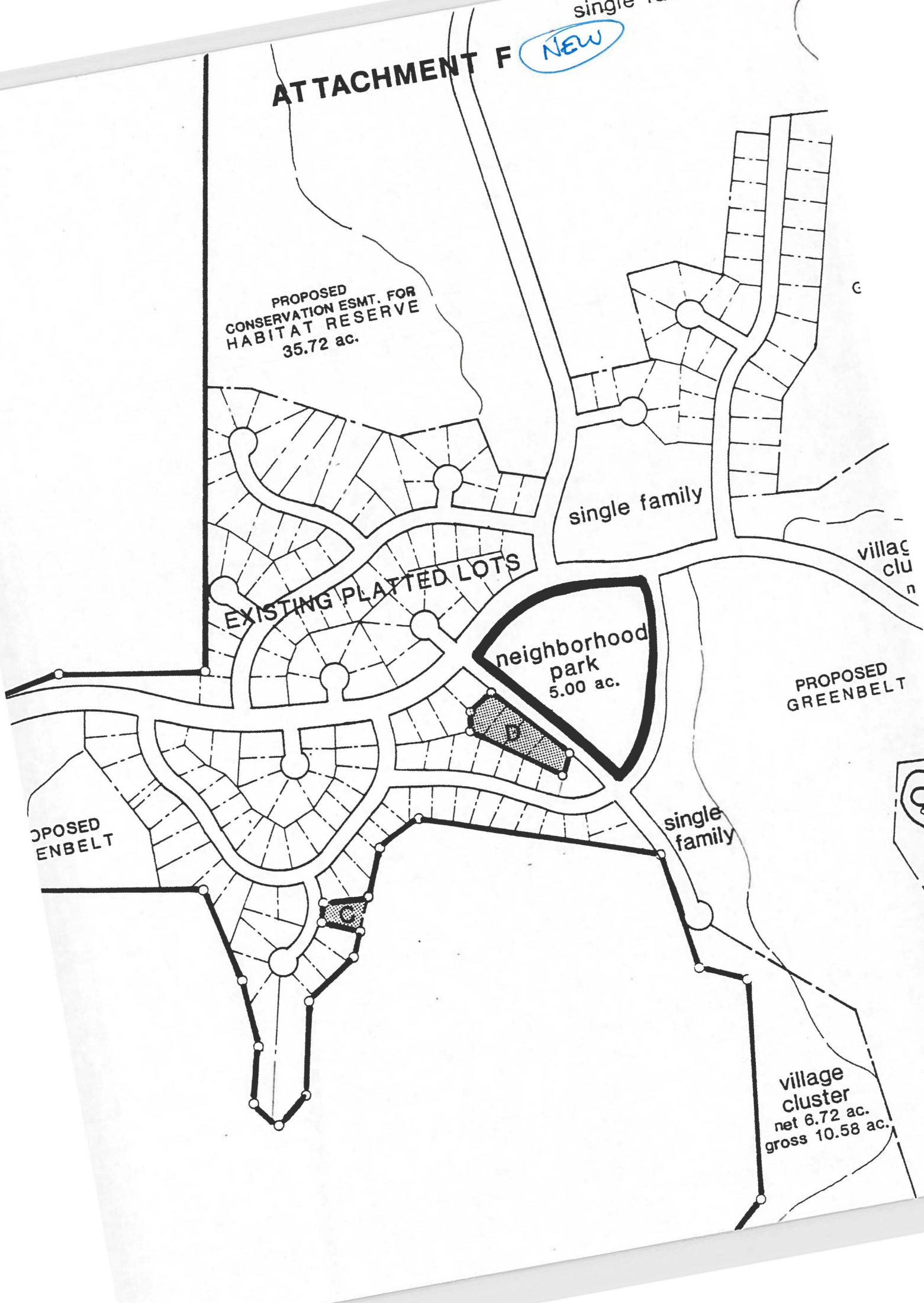
villag
clu
n

PROPOSED
GREENBELT

PROPOSED
GREENBELT

single
family

village
cluster
net 6.72 ac.
gross 10.58 ac.



SED
ELT

PROPOSED
GREENBELT

single family

single family

nature preserve
54.00 ac.

single family

PROPOSED CONSERVATION ESMT. FOR
HABITAT RESERVE
82.78 ac.

woodlands
park
7.20 ac.

'village
cluster'
4.25 ac.

marina
2.90 ac.

village
cluste
4.60 ac

NEW

APPLICATION FOR WATER DISTRICT REVIEWPROJECT INFORMATION (Departmental Use Only)

Filing Date: _____

File Number: _____

District Type: _____ MUD _____ VCID _____ Other (Note)

Application Type:

1. Preapplication for creation
2. Application for creation (includes annexation to)
3. Administrative approval of land plan revision
4. Administrative review requiring City Council action
5. Out-of-District Service
6. Amendment to Consent Agreement

Approximate end of review cycle: _____

GEOGRAPHIC REFERENCEDistrict Name: River Place Municipal Utility DistrictCounty: Travis

Growth Management Area: [1, 2, 3, 4, 5]

City Grid Map No(s): D-30, 31 & 32, C-30, 31, 32Tax Plat No(s): 1-5137, 1-4237, 1-3437

Traffic Serial Zone(s): _____

Water Pressure Zone Northwest B & CWatershed(s): Panther Hollow of Lake AustinIn Recharge Zone? _____ Yes X NoSchool District: AISD PISD MISD EISD RRISD LISD Other _____
(circle one)Fire District: TCRFPD #5ETJ: [2 mi., 5 mi]Proposed in City? _____ Yes X No

OWNER/CONTACT INFORMATION

NAME: First Riverplace Reserve Ltd. CONTACT: Mr. Terry Jones
STREET ADDRESS: 4207 Riverplace Blvd.
CITY & STATE: Austin, Texas
ZIP CODE: 78730 - _____ TELEPHONE NO.: (512) 346-1114

ATTORNEY

& Brown
NAME: Strasburger & Price, Armbrust CONTACT: Mr. David Armbrust
STREET ADDRESS: 2600 One American Center, 600 Congress Avenue
CITY & STATE: Austin, Texas
ZIP CODE: 78701 - _____ TELEPHONE NO.: (512) 499-3600

FINANCIAL ADVISOR

NAME: Masterson Moreland Sauer Whisman CONTACT: Cliff Kavanaugh
STREET ADDRESS: 333 Clay Street, Suite 4000
CITY & STATE: Houston, Texas
ZIP CODE: 77002 - _____ TELEPHONE NO.: (713) 651-9850

ENGINEER

NAME: Espey, Huston & Assoc., Inc. CONTACT: Joseph J. Beal
STREET ADDRESS: 916 Capital of Texas Highway South
CITY & STATE: Austin, Texas
ZIP CODE: 78767 - _____ TELEPHONE NO.: (512) 327-6840

LAND PLANNER

NAME: Planned Environments CONTACT: Mr. Roy Bechtol
STREET ADDRESS: 1712 Rio Grande
CITY & STATE: Austin, Texas
ZIP CODE: 78701 - _____ TELEPHONE NO.: (512) 474-0806

PROPOSED LAND USE SUMMARY

<u>Land Use Code</u>	<u># Acres</u>	<u>Dwelling Units</u>	<u>Average Density</u>	<u>LUEs</u>
SF	357.22	949	2.66	949
SFA	100.83	250	2.48	175
MF	37.73	380	10.07	190
COMM	14.60	318,000 SF	FAR = 0.5	106
PARK	606.89	-0-		10
PIF	210.48			20 (Club House)
(Golf Course)				
FIRE STA.	0.80			<u>1</u>
				1451
		IN DISTRICT =		1028

TOTAL

<u>Land Use Categories</u>	<u>Code</u>
Single-family detached	SFD
Single-family attached, duplex, townhouse or single-family attached/detached	SFA
Multi-family residential	MF
Local Office	LO
Local Retail	LR
Other Commercial	COMM
Research & Development	R&D
General Office	GO
General Retail	GR
Industrial	IND
Park/Open Space	PARK
Public Facility	
Fire Station	PFS
School	PSCH
Utility	PUTL
Irrigation Field	PIF

OTHER DATA

Projected Population	<u>3,600</u>
Projected tax rate	<u>\$0.80</u>
District bonds	<u>\$19,150,000</u>
Contract bonds	<u>0</u>
Projected monthly surcharge	<u>30.00</u>

Proposed Water Source*	<u>3 or 1</u>	(enter code no.)
Proposed Wastewater Service**	<u>2 & 4 or 1</u>	(enter code no.)

- * 1 = City System
- 2 = Ground
- 3 = Surface

- ** 1 = City System
- 2 = Package Plant
- 3 = Septic
- 4 = Spray Irrigation

RIVER PLACE M.U.D.
CONSENT AGREEMENT AMENDMENTS

IV. INFORMATION

A. Summary Data

1. River Place Municipal Utility District
2. District Area = 948.87 acres
No new out-of-district service areas
3. First River Place Reserve, Ltd.
4. Attorney: David Armbrust
Strasburger & Price Armbrust & Brown
5. Financial Advisor: Cliff Kavanaugh
Masterson Moreland Sauer Whisman, Inc.
6. Engineer: Danny R. Martin, P.E.
Espey, Huston & Associates, Inc.
7. Land Planner: Roy Bechtol
Planned Environments
8. Contact: David Armbrust
9. Projected population: 3600
10. District acreage: 948.87 acres
Out of District Services: 757.47 acres
TOTAL = 1706.34 acres
11. Residential units by type: (in district only)

Single Family	912
Village Cluster	<u>165</u>

1077
12. Average residential density = 1.13 units/acre (in district only)
13. LUE's = 1028
14. Location Map - Attached Map.

B. Land Use Plan

See attached Conceptual Master Plan (Exhibit D-1)

C. Environmental Review

Waiver being requested by 13-1-31. Submittal includes The Preliminary Lake Austin Report 1983.

D. Preliminary Drainage Information

Under separate cover the Preliminary Drainage Study and Preliminary Lake Austin Report are being submitted to satisfy this element.

E. Water and Wastewater Report

- 1) Specific data requested by the Water and Wastewater Department staff is being provided in a separate package.
- 2) This application is not requesting any significant changes in the alignment, size, capacity, service area, bond requirements, or completion date of the major improvements.
- 3) The number of LUE's of both in-district and out-of-district service areas have been included in this report.

F. Financial Information

- 1) Total bond issue requirement is now estimated to be \$19,150,000. The projected date for completion of ninety percent (90%) of district facilities is within ten (10) years from the date of execution of the Amendment Agreement.
- 2) There is no change in the projected surcharge or surcharge calculations at this time. The proposed revision to Article VI, Section E of the consent agreement includes a provision for a surcharge after annexation and dissolution of the district, with a recalculation as appropriate for changes in the bond amount, number of LUE's, or interest rate used to calculate the surcharge.
- 3) The projected tax rate requirement is \$0.80 per \$100 valuation with no surcharge revenues prior to annexation.

G. Legal Documents

Attached.

ADDITIONAL REQUIREMENTS

I. Additional Water and Wastewater Information

See attached package.

- A. The wastewater demand for requested City of Austin service is 615 LUE's in the District and 660 LUE's for out-of-District area.

See Exhibit "E"

SERVICE AREA LIMITATION ISSUE

(Water and Wastewater Service Plan)

The purpose of this requested revision is to enable the development and MUD to obtain City of Austin Wastewater Services for portions of the development. These areas are shown on exhibit "D" of the Consent Agreement Amendment package.

This request has been made possible by the construction of the West Bull Creek Wastewater improvements which extend City of Austin wastewater lines from the cross town interceptor Northwest and along 2222 to Riverplace Blvd. at the 3M Site.

Connection to this system would be on an as needed basis by the developer.

These areas have been chosen for potential City of Austin Wastewater Service due to their proximity to the existing City interceptor and that they are relatively at the same elevation as the existing interceptor.

Service to this area shall require the use of lift stations and force mains to make the connection to the West Bull Creek Interceptor at 2222 and Riverplace Blvd. The concept would provide for two stations as shown on the Conceptual Wastewater Service Map (attached). One would be located in the proximity of boundary between the full purpose Annexation lands which would include the FM2222 and RM620 Lands and the strip of Village Cluster along Riverplace Blvd. This would be the larger of the two stations as it would be the link to the City gravity system, and provide for service of both the Annexed property and the out of City Service area.

The second station would be located further south on Riverplace Blvd. in the area of a Village Cluster site. This station would service mainly the upper plateau of single family lots within the MUD. This station would tie into the first station which would act as a relay to the City gravity system which is the West Bull Creek Interceptor.

At the present time it is anticipated that the construction of these lift stations and associated improvements to obtain City of Austin wastewater services would be driven by the developments needs.

This need for City of Austin Wastewater Service has been perceived to follow the following scenario.

The NPDES Waste Discharge Permit which is in place for River Place allows the disposal of 400,000 gallons per day on a 178 acre golf course. This permit does not address the number of LUEs allowed nor the application rate that is required. However, the flow allowable from the wastewater treatment plant for irrigation is equivalent to 1,140 LUEs utilizing generally acceptable criteria. In addition, the existing wastewater treatment plant is capable of treating 400,000 gallons per day average daily flow within the limits set by the permit. The permit requires a tertiary treatment level, uncommon for irrigation disposal practices. Generally, a wastewater treatment plant that utilizes no discharge and irrigation is permitted for a 20 mg per liter BOD₅ and 20 mg per liter total suspended solids quality level. This plant is designed and will operate at a 5 mg per liter BOD₅, 5 mg per liter total suspended solids, 3 mg per liter NH₃-N (ammonia nitrogen), and 2 mg per liter total phosphorus. This treatment level is one of the most restrictive levels utilized by the Texas Water Commission for discharge into the waters of the State. In fact, this treatment level is much higher than that level that the City of Austin's plants are currently designed for, such discharge going into the Colorado River, a downstream drinking water supply.

The irrigation system is currently being redesigned and will be a component of the golf course reconstruction improvements which have been permitted by the City and will be initiated shortly. The land to be irrigated will meet the conditions of slope and vegetative cover which are acceptable for proper irrigation.

The previous TWC design criteria for irrigation systems utilizing conventional wastewater treatment levels, utilized an application rate of 2.7 acre-feet of wastewater per acre of land per year. Utilizing 75 acres of irrigation area on the golf course would yield approximately 500 LUE's of wastewater to be irrigated. However, the State design criteria currently requires a detailed water balance analysis for situations such as golf courses to more specifically address the allowable rate of irrigation of wastewater. Conceptually, the increased usage of irrigation water by golf courses and row crops allows for a greater rate of irrigation of wastewater than rough pasture land. This water balance is currently being developed, should it be needed in the future. An alternate application rate greater than the 2.7 acre foot per year supported by the Water Balance Study could then be used to calculate any required amount of additional irrigation as necessary for ultimate development.

Although the project is exempt from the City of Austin Comprehensive Watersheds Ordinance, if the irrigation area requirements for this ordinance were utilized, then the number of units that could be irrigated on the 75 acres would be ±410 for the standard rate of application and ±470 units for the improved site application rate (8,000 sq.ft. per unit and 7,000 sq.ft. per unit, respectively).

The preferred plan of wastewater disposal would be to treat and irrigate the wastewater until such time that it became viable to enter the City wastewater system within the West Bull Creek interceptor. Based on the new conceptual master plan and the probable development patterns, the upper plateau (land to be eventually tied into the City wastewater system) would develop first. Initially, this area would be tied into the MUD collection system, and the wastewater would be treated and used to irrigate the golf course. Once the plateau area was diverted to the City system, the remaining part of the development would continue to grow and the flows would be irrigated on the golf course area. However, another plan of wastewater disposal, should the City system not be available, would be to continue to irrigate the golf course in accordance with the NPDES permit.

Additionally, Wastewater Service to the proposed annexation tract could occur independently of the MUD' needs by the construction of the lift station at the boundary between the MUD and the Annex lands.

Irrespective of the service scheme to the Upper plateau, the lower portion of the development will utilize the WWTP and irrigation and ultimately it is perceived to be the only WWTP customer. This could ultimately provide for over 1000 sq. ft. of Irrigation area on the Golf Course for each unit of development that gets wastewater service from the plant.

Currently the MUD does not intend to expand its service area outside the limits of what was originally granted by the original consent agreement. This land and service area is basically the Riverplace development proper, which does include lands which are not within the MUD as shown on Exhibit E.

Water services for the MUD and the out-of-District lands i.e. Riverplace will be provided from the existing water treatment plant. It is acknowledged that City of Austin Water is available in the area, however, at the present time there are no reasons to switch from the existing supply.

PARKS AND RECREATION BOARD ANNUAL REPORT 1990-91

1. OFFICIAL NAME OF THE COMMISSION

Austin Parks and Recreation Board

2. OBJECTIVES AND FUNCTIONS

To advise the Austin City Council and City Manager on matters pertaining to the acquisition, development, sound management, maintenance and use of parks, recreational facilities and leisure services owned or controlled by the City of Austin.

3. AUTHORITY

Created February 8, 1934, City Code, Volume a, Chapter 24, Article II, Section 24-3; amended March 15, 1951, Ordinance No. 590604-F; amended further by Ordinance No. 771013-O, Ordinance No. 780223-F, and Ordinance No. 780223-G.

4. NAMES, ADDRESSES, OCCUPATIONS AND ETHNICITY OF THE CURRENT MEMBERS OF THE COMMISSION

<u>Names and Addresses</u>	<u>Ethnicity and Sex</u>
a. Beverly Griffith, Chair 2908 Scenic Drive (03) Business: Griffith Properties	WF
b. Neil Iscoe, Vice Chair 1806-A Polo Road (03) Business: FDS Research	WM
c. Phil Friday, Secretary 1207 West 10th St. (03) Business: Attorney	WM
d. Albert Black 1013 Weeping Willow (53) Business: Texas Education Agency	BM
e. L. Hayden Brooks 1804 Lakeshore Drive (46) Business: American Realty Analysts	WM
f. Ron Cartlidge 1802 Woodland Avenue (41) Business: Mendez Middle School	WM
g. James Crump 908 Christopher (04) Business: Texaco Chemical	WM
h. Charles Ganey 807 W. Lynn #107 (03)	WM

DRAFT

Business: Tx. Bicycle Coalition

- i. Neil Iscoe WM
1806-A Polo Road (03)
Business: MCC
- j. Eliza May HF
1605 Sylvan Glade (45)
Business: Leadership Texas

Members Emeritus:

- Mrs. Roberta Crenshaw WF
2515 El Greco Cove (03)
- Mrs. Ruth D. Isley WF
(no Austin address)
- Mrs. Margaret Scarbrough WF
Scarbrough Bldg. (03)

5. REPORTS AND RECOMMENDATIONS PRESENTED TO THE CITY COUNCIL FROM OCTOBER 1990 THROUGH SEPTEMBER 1991

October 1990

Recommend approval of permanent and temporary easements in Walter E. Long Metropolitan Park for a gas pipeline and meter station.

In a joint meeting with the Environmental Board and Waterfront Planning Advisory Board, accepted the Town Lake Park Concessions Annual Report.

November 1990

Approved the revised Rowing Committee report for submission to Council.

Recommend approval of the license agreement with Austin Aqua Festival.

Recommend approval of an interlocal agreement between the City of Austin and Travis County for a new park in the Dove Springs area.

Recommend approval of an interlocal agreement between the City of Austin and Travis County for a park in Windmill Run.

December 1990

Approved the 1989-90 Annual Report and Workplan for submission to Council.

January 1991

Recommended approval of a 2.239 acre permanent drainage easement in Northwest District Park.

Recommend approval for an Australian Garden to be installed in Town Lake Park.

DRAFT

February 1991

Approved Resolution to Council regarding the proposed Park and Recreation Department Expenditure Reduction Contingency Plan.

Recommended approval of proposed 3.6 acre annexation into North Travis County MUD #1 (Harris Branch).

March 1991

Recommend approval of proposed 8.2 acre annexation into Springwoods Municipal Utility District.

Approved Resolution to Council regarding Assurance of Financial Stability for Land, Facilities and Park Programs.

April 1991

Recommend approval of Stevie Ray Vaughan Memorial on parkland near Palmer Auditorium.

May 1991

Recommend to Council that a traffic light be installed on Barton Springs Road at Stratford Drive to facilitate pedestrian crossing in Zilker Park.

Approved Resolution to Council opposing fee increases at the Zilker Clubhouse, Barton Springs Pool and Municipal Pools. The Resolution also opposed any reduction in the PARD budget.

Recommend naming the butterfly trail at the Zilker Garden Center the William Douglas "Doug" Blachly Butterfly Trail.

Recommend naming the 412 acres of dedicated park land in the Circle C Subdivision the Slaughter Creek Metropolitan Park.

Recommend approval of a draft Curfew Ordinance.

Recommend approval of a water and wastewater easement in Town Lake Park for the South Austin Relief Main, Phase I.

Approved Resolution to Council regarding the 1991-92 PARD Capital Improvement Program Projects and CDBG funding request.

June 1991

Revised recommendation to Council regarding the proposed bond election priorities for park projects.

Recommend submission of application for \$500,000 grant from the Texas Parks and Wildlife Department to develop recreational facilities at Dove Springs Park.

July 1991

DRAFT

Recommended issuing an RFP for a Carousel Concession and Handmade Wooden Row Boat Concession in Zilker Park.

Approve Resolution to Council regarding the 1991-92 PARD Operating Budget.

Approve Resolution to Council requesting that Louise Nivison be appointed as a Member Emeritus of the Parks and Recreation Board.

Recommend approval of the proposed annexation of 53.8 acres into the Northwest Travis County MUD #1.

Approve Resolution to Council regarding payment for easements.

Recommend to Council reprioritizing pending CIP/Local Park Fund Grant Projects so that Dick Nichols and Dove Springs precede the Circle C Veloway.

NUMBER OF MEETINGS HELD

28

7. ATTENDANCE

(see attached sheets)

8. NUMBER OF PUBLIC HEARINGS HELD

9

9. NAVIGATION

The Parks and Recreation Board acted on 37 navigation items.

10. TOUR MEETINGS

The Parks and Recreation Board toured the following dates and locations:

October 8, 1990 - Montopolis Recreation Center
November 14, 1990 - Riverside Center
December 3, 1990 - Austin Nature Center
January 14, 1991 - Seaholm Power Plant
March 4, 1991 - Zachary Scott Theater
April 8, 1991 - Caprock and Spicewood Springs Park
June 10, 1991 - Mayfield Gardens

11. EXPENSE

\$ 5,345.19

This includes food and ice, personnel, copying, postage and supplies.

12. CITY PERSONNEL WHO REGULARLY ASSIST THE COMMISSION

- a. Manuel A. Mollinedo, Director, Parks and Recreation
- b. Carolyn D. Nelson, Deputy Director, Parks and Recreation
- c. Jody Hamilton, Staff Support Services Supervisor II, PARD
- d. Robert Sopronyi, Division Manager, Programs
- e. Stuart Strong, Principal Planner, Planning and Design
- f. Peter Marsh, Engineering Associate II, Planning and Design
- g. Carolyn Kelley, Landscape Architect Associate II
- h. Donna Bohls, Executive Secretary

13. FUNCTIONS OF THE BOARD WHICH ARE DUPLICATED BY ANY OTHER COMMISSION

There are no other boards that duplicate the functions of the Parks and Recreation Board.

14. RECOMMENDATIONS.

The Parks and Recreation Board very strongly recommends that the Board be continued as we feel it is a very vital liaison between the community and the City Council in matters involving parks and recreation services for the citizens of Austin.

(to be revised for 92)

PARKS AND RECREATION BOARD INITIATIVES FOR 1991

Land and Facilities Committee

Develop a bikeway in the Town Lake Corridor for public recreational riding and for public transportation.

Establish a trust fund for the implementation of the Town Lake Comprehensive Plan and other capital needs to be funded by income from concessions and from rental of parks property.

Study expanded community uses for Commons Ford Ranch for appropriate business, private and student groups.

Investigate prohibiting the distribution of tobacco products on public parklands.

Develop a masterplan for a multi-generational center.

Identify resources to expand the Barton Creek Greenbelt.

Programs Committee

Support and coordinate private fund raising for the benefit of PARD's public service goals.

Encourage citizen volunteer work in parks, playgrounds, pools and recreation centers working with individuals and organizations such as the Volunteer Center and Red Cross.

In order to advise the Manager and Council in a more informed way, review a monthly plan to actual summary of the current budget. The format should compare actual to approved expenditures.

Continue to monitor the At-Risk Youth, and recreation programs to evaluate where community resources can be utilized.

Identify ways to work with AISD for joint use of programs and facilities, especially for the summer playground program.

Navigation Committee

Study establishing a late night curfew on Lake Austin to reduce fatalities and injuries.

Monitor the number of water-craft on Town Lake in order to have information for planning, and to prevent overcrowding.

Continue working for the removal of safety hazards in Town Lake.

Study the use of jet skis and their related noise on Lake Austin.

Public Policy

Review Parkland Dedication Ordinance and recommend changes that would

provide for park development as well as land acquisition.

Work closely with the Resolution Trust Corporation (RTC), National Park Services and other entities to better serve Austin's open space and recreational needs.

Present to Council policies regarding Special Events and concessions in the City's parks.

NAME OF BOARD/COMMISSION : Parks and Recreation Board

ATTENDANCE RECORDS FOR FY90/91 REGULARLY SCHEDULED MEETINGS

NAME	23 Oct.	27 Nov.	10 Dec.	28 Jan.	26 Feb.	26 Mar.	23 Apr.	28 May	Cancelled 25 June 23 July 27 Aug. 24 Sept.			
Beverly Griffith	✓	✓	ab	✓	✓	✓	✓	✓	—	✓	✓	✓
Louise Nivison term expired	✓	✓	✓	✓	—	—	—	—	—	—	—	—
Lawrence Britton term expired	✓	✓	✓	✓	✓	✓	✓	✓	—	—	—	—
Ron Cartlidge	✓	✓	ab	✓	✓	✓	✓	✓	—	ab	✓	✓
Terry Colgan term expired	✓	✓	ab	✓	✓	✓	✓	ab	—	—	—	—
ErmaLinda Cruz-Torres term expired	✓	✓	✓	✓	✓	✓	✓	✓	—	—	—	—
Agnes Edwards term expired	✓	✓	✓	✓	✓	✓	✓	ab	—	—	—	—
Charles Heimsath term expired	✓	✓	✓	✓	—	—	—	—	—	—	—	—
Neil Iscoe	✓	✓	✓	✓	✓	✓	✓	✓	—	✓	ab	✓
Sue Robinson term expired	✓	✓	ab	✓	—	—	—	—	—	—	—	—
Ruby Williams resigned '91	✓	et	et	—	—	—	—	—	—	—	—	—
James Crump appointed 2/91	—	—	—	—	✓	ab	✓	✓	—	✓	ab	✓
Phil Friday appointed 2/91	—	—	—	—	✓	✓	✓	✓	—	✓	✓	✓
Charles Gandy appointed 2/91	—	—	—	—	✓	✓	✓	✓	—	✓	ab	ab
Fred Lewis appointed 2/91	—	—	—	—	✓	ab	resigned	—	—	—	—	—

* Fill in dates of all regular meetings. List names of all members, and for each mark X when absent, ✓ when present and ~~ab~~ if absent for another reason.

Cancelled

57

* Fill in dates of all regular meetings. List names of all members, and for each mark X when absent, ✓ when present and * if absent for health reasons. Send to City Clerk's Office after each regularly scheduled meeting.



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Manuel A. Mollinedo, Director, Parks and Recreation Department

DATE: November 19, 1991

SUBJECT: Town Lake Concessions Annual Report

With the close of the 1990-1991 Fiscal Year the Parks and Recreation Department has completed the second annual report on Town Lake concessions for your review and assessment. Upon acceptance by the Board, staff will prepare the Board's recommendation to the City Council as required by the Town Lake Park Ordinance.

Please let me know if you require any additional information.

Manuel A. Mollinedo, Director
Parks and Recreation Department

MAM:RF

TOWN LAKE PARK CONCESSIONS
ANNUAL REPORT
OCTOBER 1991

INTRODUCTION

The Town Lake Park Ordinance requires that a report concerning the concessions in Town Lake Park, which includes the Zilker Park area, be prepared annually by the Parks and Recreation Department, and presented to the Parks Board. The report shall describe the current concessions in the Park, including their operations, sales and revenues for the prior fiscal year, along with any issues or problems that have arisen, as well as consider whether any new concessions should be provided. The Parks and Recreation Board then makes a recommendation to the City Council on the advisability of issuing a Request for Proposals (RFP) for any new concessions.

The following report represents the second annual review of concessions in Town Lake Park to be presented to the Parks and Recreation Advisory Board. Temporary concessions, defined as those involving no permanent facilities and having a contract shorter than one year, are not included in this report.

CONCESSION OPERATIONS- FY 1990-1991

Current Concessions

At the end of September 1990, seven concessions were operating in Town Lake/Zilker Park. Four of these businesses were boat-related, one serves food and beverages and the other two provide recreational activities on land (train rides and golf):

1. Lone Star Riverboat
2. Zilker Canoe Rentals
3. Texas Rowing
4. Townlake Boat Rentals
5. Zilker Food and Drink (aka Barton Springs Food and Drink)
6. Zilker Eagle Railroad
7. Butler Pitch and Putt Golf

(see Appendix A for operational details on individual concessions).

During the course of the year, one concession, Townlake Boat Rentals, was forced to temporarily discontinue operations due to the South First Street bridge renovation which commenced in the early Spring of 1991. Although a new site was agreed

Town Lake Concessions
Page 2

upon for interim operation near the mouth of West Bouldin Creek pending the bridge completion, the concession has not yet reopened for business and has reported no rental revenues since the end of FY 1989-90. The adjacent Lone Star Riverboat was just outside the area required for the bridge renovation and its operation remained unaffected by the construction.

Concession Revenues

Annual gross sales and City revenues for the individual operations during the 1990-91 fiscal year are summarized in Table 1 with a separate breakout of adjunct merchandise sales for the Butler golf course and the Zilker train.

TABLE 1

**TOWN LAKE CONCESSIONS
ANNUAL SALES AND REVENUES
(FY 1990-1991)**

<u>Concession</u>	<u>Commission</u>	<u>Sales</u>	<u>Revenue</u>
1. Lone Star Riverboat	5%	\$186,708	\$9,335
2. Zilker Canoe Rentals	11%	46,243	5,087
3. Texas Rowing	10%	30,511	3,051
4. Townlake Boat Rentals	\$1000/yr (+2%/mo)	-0-	-0-
5. Zilker Eagle Railroad	10%	205,380	20,538
(Adjunct souvenir sales)	10%	11,379	1,138
6. Zilker Food/Drink	35%	172,753	60,463
7. Butler Pitch & Putt	30%	31,329	9,399
(Adjunct merchandise)	30%	<u>1,322</u>	<u>397</u>
TOTALS		\$685,625	\$109,408

Total sales and revenues of each concession for the past three years are presented in Table 2. Overall sales for Town Lake Concessions were down some six percent from last year with a corresponding decrease in City revenues of ten percent. Although one lakeside concession, the Lone Star Riverboat, showed a fifteen percent increase in sales, the Zilker Canoe Rentals and Zilker Food and Drink Stand were down substantially, twenty-four percent and fourteen percent, respectively. At the same time, however, the third concession located in Zilker Park, the railroad, actually showed a slight increase (1%) in sales. Sales for the remaining

Town Lake Concessions
Page 3

concessions outside Zilker Park, excepting the displaced Townlake Boat Rentals, remained static, holding at virtually the same level as for the previous year.

TABLE 2
TOWN LAKE CONCESSIONS
SALES AND REVENUES
(FY 1988-1989 thru FY 1990-1991)

<u>Concession</u>	<u>1988-89</u> Sales Revenue	<u>1989-90</u> Sales Revenue	<u>1990-91</u> Sales Revenue
1. Lone Star Riverboat	\$147,129 \$7,356	\$162,093 \$8,105	\$186,708 \$9,335
2. Zilker Canoe Rentals	59,403 6,534	60,419 6,646	46,243 5,087
3. Texas Rowing	27,814 2,783	30,166 3,017	30,511 3,051
4. Townlake Boat Rentals	27,769 1,555	27,029 1,597	-0- -0-
5. Zilker Eagle Railroad (incl. souvenirs)	216,401 21,722	214,508 21,451	216,759 21,676
7. Zilker Food/Drink	199,226 69,729	199,689 69,891	172,753 60,463
8. Butler Pitch & Putt (incl. merchandise)	35,212 <u>10,618</u>	32,972 <u>9,891</u>	32,651 <u>9,795</u>
TOTALS: Sales	\$712,952	\$726,876	\$685,625
Revenue	\$120,897	\$120,598	\$105,294

Revenue Analysis

The primary reason for the downturn in revenues appears to have been the increased rainfall which occurred in FY 1990-91, over ten inches above Austin's annual average, with resultant pool closings at Barton Springs. Both of the Zilker concessionaires which experienced significant sales decreases, cited rainy weather as the major obstacle for their businesses. Pointing out that this past season was his worst ever, Howard Barnett, the canoe operator, noted that

Town Lake Concessions
Page 4

the rain tended to concentrate on weekends, particularly during the Spring, his busiest time of the year. This conclusion is supported by the decreased attendance recorded at Barton Springs Pool which went from 291,109 in FY 1989-90 to 137,721 this past year, an extraordinary decline of 53%. During the period April through September, 1991 the pool was closed thirty-eight days, with both the Fourth of July and the entire Labor Day weekend rained out. The fact that the Zilker Railroad was apparently less affected by inclement weather can possibly be attributed to differences in the market it serves. Whereas even the forecast of rain may be enough to cause many Austinites to cancel their plans to swim or canoe in Zilker, poor weather is not always a deterrent to other park users. According to Charles Beall, the train concessionaire, many train riders are out-of-town visitors that may have only one day to see the park and take their children for a ride. Additionally, the lingering pollution of Barton Springs Pool and Creek for several days after a heavy rainfall, which clearly has a negative impact on canoe rentals and the food stand, has little effect on train ridership if the weather is clear. See Appendix B for more detailed information regarding monthly sales figures which indicate seasonal fluctuations for each concession during the past three years.

Vandalism

Although vandalism has been a chronic problem for concessions in the Town Lake/Zilker area, virtually all concessionaires reported a significant decline in such damage. Michael Pearce, the Lone Star Riverboat concessionaire, alleviated most of his security problems by lengthening the wrought iron gate across his gangway, while Howard Barnett was successful in recovering two canoes believed stolen from his rental operation. The prohibition against open alcoholic beverages around the lake by the City Council in the Fall of 1990 may also be a factor in explaining this positive improvement.

Carrying Capacity

Two private concessionaires that are not under PARD's jurisdiction began operating off the Hyatt Regency Hotel dock in 1991; Capitol Cruises, a tour boat operation owned by Mark Ledyard and Austin Canoe and Kayak Rentals owned by Dan Birstetta. Capitol Cruises operates on an appointment basis and has three 18 foot-long boats with canopies which are utilized for sightseeing. Prior to recently losing his lease, Birstetta's rental operation offered six paddleboats, six canoes, and five kayaks. The additional twenty boats were easily accommodated with the failure of Townlake Boat Rentals to operate their sixteen paddleboats in 1991. The remaining public concessions, Texas Rowing with 30 sculls and

Town Lake Concessions
Page 5

Zilker Canoes with 70 boats, gives an overall total of 120 commercial boats available on Town Lake, virtually unchanged from the number for the previous year.

Additionally, the Austin Rowing Club has approximately forty-five boats stored at their facility, but like the commercial operations, they rarely have all of their boats out being used at the same time. It is also fortunate that most of the crew training by visiting college teams, occurs during the winter months when there is less competition for space with recreational users. One traditional use of the lake, sport fishing in boats with small electric motors, has diminished considerably in recent years as a result of warnings against eating contaminated fish from the increasingly polluted water body.

The PARD Planning and Design Section has calculated a carrying capacity for Town Lake of approximately 285 boats and using this figure as a guide has conservatively recommended that no more than 100 additional boats for rent be permitted with a limit of 50 boats for any new concession that might be recommended. Although this would appear to indicate that the lake as a whole is far from being overcrowded, use is not always evenly distributed and tends to concentrate in the center where congestion sometimes becomes a problem. With the demise of the Sailaway concession there are currently no boat rental opportunities located east of Interstate 35. Thus, in terms of preventing potential congestion and promoting safety, the Planning and Design Section suggests that any new boat rental facilities be located east of Congress Avenue or west of the mouth of Barton Creek.

Additionally, increasing use of the hike and bike trail during the late afternoon and evening, means that any new food and drink concessions which the Parks Board may wish to consider should be located in such a way that they will not interfere with traffic on the trail. Any potential food and drink concessions should be a limited "snack" type of service to park users, not a destination for people looking for a restaurant experience. Finally, the increasing safety problems between pedestrians and bicyclists along the hike and bike trail, especially during high use periods, suggests that bicycle rental concessions should not be considered until a separate bicycle trail is constructed.

NEW PROPOSALS

The Town Lake Ordinance originally required the Waterfront Planning Advisory Board and the Environmental Board to participate along with the Parks Board in deciding whether to recommend issuing an RFP for new concessions. However, soon

Town Lake Concessions
Page 6

after the completion of a draft concession policy, the City Council eliminated the Waterfront Planning Board in December of 1990. Although the Environmental Board continues as a functioning body, their executive committee prefers to limit their involvement in the decision-making process to examining the environmental impact of any new proposed concessions.

On January 22, 1991 Mr. Robert Simmons spoke to the Parks Board to propose the installation of a carousel in Zilker Park which would have a Texas history theme and requested that a Request for Proposal (RFP) be issued for this type of concession. However, the Parks Board decided to test their draft concession policy by utilizing the renewal of the Barton Springs food and drink stand as a trial run for the proposed permitting process. Notification signs were posted and a press release was prepared by the PARD Communications Section for two public hearings, one on March 11th and another on March 26, 1991, but no citizens responded by attending. The Parks Board subsequently recommended that the renewal RFP for the food and drink stand be written to allow prospective concessionaires to include renovation of the concession structure as part of their proposals. However, the Purchasing and Budget Offices have expressed concern over the provision to allow such capital investment and the issuance of this RFP has been delayed pending resolution of this issue.

During that same meeting of March 26th the Parks Board decided to next consider two of the concession concepts which had been proposed by private entrepreneurs; a carousel in Zilker Park advocated by both Robert Simmons and the partnership of Charles Davis and Evan Hinter; and a traditional wooden rowboat rental facility adjacent to the mouth of Dry Creek presented by John Gallegher (see Appendix C, Location Map 2, Sites WR and C). A public hearing for these two ideas was scheduled for May 28, 1991, but delays in posting the notification signs resulted in carrying over the public hearing to the meeting of July 23, 1991. Although the carousel was virtually unopposed, objections to the rowboat rental were raised by the Stratford Drive Neighborhood Association. However, the Board voted to recommend the issuance of an RFP for both concessions to the City Council.

Overlapping consideration of the carousel and rowboat rental operation, on July 8, 1991 the Parks Board decided to hold a public hearing on September 24, 1991 to consider the following additional sites for future concessions (see Appendix C for location maps):

1. Organic Demonstration Garden in Zilker Park between Barton Creek and the Majestic Diner Restaurant (Map 2, OG).

Town Lake Concessions
Page 7

2. Boat rental/food and drink site on the north shore of the lake under the MoPac Freeway (Map 2, BR).
3. Boat rental/food and drink site on the south shore, east of the mouth of West Bouldin Creek (Map 3, BR) .
4. Boat rental/food and drink site on the north shore below Holiday Inn by existing boat ramp (Map 4, BR).
5. Boat rental/food and drink site on south shore east of I-35 near the old Sailaway boat rental location (Map 5, BR1).
6. Boat rental/food and drink site at any point along the extreme east end (Longhorn Shores) of Town Lake (Map 5, BR2).
7. Boat rental/food and drink site on north shore, east of I-35, adjacent to entrance to Fiesta Gardens lagoon (Map 5, BR3).
8. Boat rental/food and drink site on north shore, east of I-35, adjacent to existing boat ramp (Map 5, BR4).

The Board also agreed to consider the renewal of the Butler Pitch and Putt Golf Course, especially the problem of errant golf balls, during the same meeting of September 24th (Appendix C, Map 3, GC).

The hearing on September 24, 1991, attracted media attention with stories in the newspaper and coverage by at least one television station (Channel 24), resulting in a relatively large turnout of over forty people. Although a few individuals spoke in favor of concessions, the majority of those in attendance were opposed to any new concessions at any location, citing commercialization of parkland and possible negative impacts to the environment as their chief concerns. Two individuals complained about the need for ways to control golf balls hit out of bounds at the Butler Course. After hearing all speakers the Board declined to recommend any of the new proposed sites for the City Council's consideration.

In accordance with the Board's decision, staff is currently preparing draft RFPs for the carousel and wooden rowboat concessions, as well as the renewal of the Butler Golf Course which will include a requirement for safety improvements on the part of the successful bidder. With the acceptance of this report, staff will prepare a Request for Action (RCA) asking for City Council approval of the Parks Board's recommendations.

CONCLUSION

This report is mandated by the Town Lake Park Ordinance (Section 10-4-53) which was intended to codify certain elements and goals developed in the Town Lake Comprehensive Plan. Should the City Council accept the Parks Board recommendation to issue an RFP for the carousel and rowboat concessions, the proposals received will be considered by an evaluation team comprised of representatives of the Parks and Recreation Board, as well as City staff. The recommendations of that evaluation team will go directly to City Council, which has the final authority to award a contract.

APPENDIX A
TOWN LAKE CONCESSIONS
1991

Butler Pitch and Putt Golf Course

Concessionaire: Winston Kinser
2600 Stratford Dr.
Austin, Texas 78703
512-327-0761

Location: 201 Lee Barton Dr.
512-477-9025

Service: "par three" (short irons) golf.

Prices: \$3.50-1st round
3.00-2nd round
2.00-3rd round

Commission: Thirty percent (30%) of gross sales, including merchandise.

Term: Expired (holdover, draft RFP in progress).

Hours: 8:30 AM until dark, seven days a week.

Sign Posted: Yes

Lone Star Riverboat

Concessionaire: Michael K. Pearce
P.O. Box 160608
Austin, Texas 78716
512-327-1388

Location: 101 South First, Town Lake.

Service: Riverboat rides- general public (1&1/2 hr. trip) and charters.

Prices: \$7.00-Adults
5.00-Seniors
4.00-Children (under 12)

Commission: Five (5) percent of gross annual receipts (\$600.00 minimum).

Term: Expiration November 9, 1993. Option to renew for successive five year periods.

Hours: 5:30 PM, Tues.-Sun., June-August
3:00 PM, Sat. & Sun., March-May & September-November

Sign Posted: Yes (also taped message)

Zilker Canoe Rentals

Concessionaire: Howard Barnett
2202-A Homedale Drive
Austin, Texas 78704
512-478-3852

Location: West side of Barton Creek immediately below Barton Springs Pool.

Service: Canoe Rentals

Prices: \$6 per hour (tax Included), \$20 all day

Commission: Eleven (11) percent of gross receipts.

Term: June 9, 1988-June 8, 1993.

Hours: March thru Labor Day- 11 AM to dusk, weekdays
9 AM to dusk, weekends
after Labor Day- 11 AM to dusk, weekends only

Sign Posted: Yes

Texas Rowing Rentals

Concessionaire: Wayland C. (Sam) Rivers, III
P.O. Box 50424
Austin, Texas 78703
512-478-7606

Location: North shore of Townlake off Stephen F. Austin Dr.

Service: Rental of rowing shells and rowing lessons.

Prices: Rowing shells: Single--\$10 per hour
Double--\$18 per hour
Rowing lessons: Private--\$30 per hour
Group----\$20 per hour

Commission: Ten percent (10%) of gross sales.

Term: June 9, 1988-June 8, 1993

Hours: Sunrise to one-half (1/2) hour past sunset.

Posted: Yes

Townlake Boat Rentals

Concessionaire: Stuart Miller/Richard Holden
P.O. Box 33213
Austin, Texas 78764
512-474-5440

Location: 101 S. First St. * (temporarily displaced by South First Street bridge construction).

Service: Rental of paddle boats.

Prices: Paddleboats \$5/hr.
Instruction \$40/class

Commission: One thousand dollar (\$1,000) annual payment and two percent (2%) of monthly gross sales.

Term: June 9, 1988-November 14, 1993.

Hours: 12 noon-sunset, weekdays.
10 AM-sunset, weekends and holidays.

Sign Posted: Yes

Zilker Eagle, Inc.

Concessionaire: Charles Beall
1016 MoPac Circle, Suite 101
Austin, Texas 78746
512-327-1000 (office)
512-478-8167 (train)

Location: Zilker Park, ticket office adjacent to playscape and concession stand

Service: Train rides and souvenirs

Prices: \$1.25-Adults
1.00-Children (under 12)
.75-Seniors/Groups (20 or more)
Free-Children (under 1)

Commission: Ten (10) percent of all gross sales less sales tax.

Term: Expires April 30, 1994. Option to renew for an additional five years.

Hours: 10 AM-dusk, daily.

Sign Posted: Yes

Zilker Food and Drink

Concessionaire: Willie Rodriguez
dba Austin Concession
5000 Broken Bow Pass
Austin Texas 78745

Location: North edge of Barton Springs Pool parking lot.

Service: Sale of hot and cold food and drinks, confections, tobacco items,
etc. (no alcohol).

Prices: Various (28 items)

Commission: Thirty-five percent (35%) of gross sales, less sales tax.

Term: Expired (holdover, draft RFP in progress).

Hours: 10 AM-6 PM, seven days a week.

Sign Posted: Menu

**APPENDIX B
TOWN LAKE CONCESSIONS
MONTHLY SALES AND REVENUES FOR
FY 1988-89, FY 1989-90, FY 1990-91**

BUTLER PITCH & PUTT

	FY - 19 88-89		FY - 19 89-90		FY- 19 90-91	
<u>MONTH</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>
OCTOBER	\$2,523.17	\$756.95	\$2,702.50	\$810.75	\$1,951.50	\$585.45
NOVEMBER	\$2,580.50	\$774.15	\$1,966.00	\$589.80	\$2,162.50	\$648.75
DECEMBER	\$1,888.66	\$566.60	\$961.00	\$288.30	\$1,101.00	\$330.30
JANUARY	\$1,598.50	\$497.55	\$1,730.50	\$519.15	\$1,180.00	\$354.00
FEBRUARY	\$1,357.83	\$407.35	\$1,882.50	\$564.75	\$2,051.50	\$615.45
MARCH	\$2,758.50	\$863.55	\$2,210.00	\$663.00	\$3,073.50	\$922.05
APRIL	\$3,309.00	\$992.70	\$3,179.50	\$953.85	\$2,609.00	\$782.70
MAY	\$3,497.26	\$1,049.18	\$3,409.50	\$1,022.85	\$2,967.00	\$890.10
JUNE	\$3,556.00	\$1,066.80	\$3,296.50	\$988.95	\$3,043.50	\$913.05
JULY	\$4,098.00	\$1,229.40	\$4,168.00	\$1,250.40	\$4,434.40	\$1,330.32
AUGUST	\$3,563.50	\$1,069.05	\$3,748.00	\$1,124.40	\$4,147.97	\$1,244.39
SEPTEMBER	<u>\$3,179.00</u>	<u>\$953.70</u>	<u>\$2,397.50</u>	<u>\$719.25</u>	<u>\$2,607.20</u>	<u>\$782.16</u>
TOTALS	\$33,909.92	\$10,226.98	\$31,651.50	\$9,495.45 #	\$31,329.07	\$9,398.72

51
47

BUTLER PITCH & PUTT MERCHANDISE

	FY - 19 88-89		FY - 19 89-90		FY - 19 90-91	
<u>MONTH</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>
OCTOBER	\$116.25	\$34.88	\$76.57	\$22.97	\$88.55	\$26.57
NOVEMBER	\$111.27	\$33.38	\$84.78	\$25.43	\$75.44	\$22.63
DECEMBER	\$71.30	\$21.39	\$19.05	\$5.72	\$30.64	\$9.19
JANUARY	\$44.67	\$13.40	\$44.14	\$13.24	\$19.55	\$5.87
FEBRUARY	\$52.12	\$15.64	\$68.77	\$20.63	\$75.58	\$22.67
MARCH	\$133.17	\$39.95	\$95.20	\$28.56	\$131.37	\$39.41
APRIL	\$145.54	\$43.66	\$154.24	\$46.27	\$101.84	\$30.55
MAY	\$151.11	\$45.33	\$134.87	\$40.46	\$119.46	\$35.84
JUNE	\$126.91	\$38.07	\$114.99	\$34.50	\$125.90	\$37.77
JULY	\$130.86	\$39.25	\$190.30	\$57.09	\$265.36	\$79.61
AUGUST	\$109.96	\$32.99	\$260.50	\$78.15	\$186.58	\$55.97
SEPTEMBER	<u>\$109.13</u>	<u>\$32.74</u>	<u>\$76.13</u>	<u>\$22.84</u>	<u>\$102.08</u>	<u>\$30.62</u>
TOTALS	\$1,302.29	\$390.68	\$1,319.54	\$395.86 #	\$1,322.35	\$396.70

54

LONE STAR RIVERBOAT

	FY 1988 -1989		FY 1989 -1990		<u>FY 1990 -1991</u>	
<u>MONTH</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>
OCTOBER	\$14,917.77	\$745.88	\$16,617.55	\$830.88	\$19,733.10	\$986.66
NOVEMBER	\$9,149.53	\$457.47	\$9,601.31	\$480.07	\$14,624.09	\$731.20
DECEMBER	\$3,959.09	\$197.95	\$264.50	\$13.23	\$4,861.65	\$243.08
JANUARY	\$1,425.40	\$71.27	\$818.58	\$40.93	\$475.50	\$23.78
FEBRUARY	\$115.75	\$5.78	\$721.84	\$36.09	\$512.00	\$25.60
MARCH	\$7,848.67	\$392.43	\$9,062.43	\$453.12	\$6,733.80	\$336.69
APRIL	\$14,882.62	\$744.13	\$14,297.71	\$714.89	\$19,562.84	\$978.14
MAY	\$19,204.92	\$960.24	\$23,899.06	\$1,194.95	\$24,599.27	\$1,229.95
JUNE	\$19,175.97	\$958.79	\$26,914.84	\$1,345.74	\$25,056.45	\$1,252.82
JULY	\$23,730.84	\$1,186.54	\$17,582.07	\$879.10	\$28,817.84	\$1,440.89
AUGUST	\$20,711.39	\$1,035.57	\$22,334.22	\$1,116.71	\$25,612.97	\$1,280.65
SEPTEMBER	<u>\$12,005.99</u>	<u>\$600.30</u>	<u>\$19,978.82</u>	<u>\$998.94</u>	<u>\$16,118.80</u>	<u>\$805.94</u>
TOTALS	\$147,127.94	\$7,356.35	\$162,092.93	\$8,104.65	\$186,708.31	\$9,335.40

55

TEXAS ROWING

	FY 1988 -1989		FY 1989 -1990		FY 1990 -1991	
<u>MONTH</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>
OCTOBER	\$2,951.36	\$295.13	\$2,884.20	\$288.42	\$2,802.75	\$280.27
NOVEMBER	\$2,215.36	\$221.53	\$1,683.60	\$168.36	\$1,729.75	\$172.98
DECEMBER	\$657.80	\$65.78	\$810.00	\$81.00	\$1,621.04	\$162.10
JANUARY	\$1,619.20	\$161.92	\$1,706.60	\$170.66	\$1,104.00	\$110.40
FEBRUARY	\$1,278.80	\$127.88	\$2,597.16	\$259.71	\$2,585.20	\$258.52
MARCH	\$1,841.84	\$184.18	\$1,928.63	\$192.86	\$3,422.40	\$342.24
APRIL	\$2,856.60	\$285.66	\$2,872.13	\$287.21	\$2,741.60	\$274.16
MAY	\$3,510.00	\$351.00	\$2,927.63	\$292.76	\$2,723.20	\$272.32
JUNE	\$2,727.80	\$272.78	\$3,820.25	\$382.02	\$3,312.92	\$331.29
JULY	\$3,036.00	\$305.44	\$3,441.00	\$344.10	\$2,580.60	\$258.06
AUGUST	\$1,651.40	\$165.14	\$2,432.75	\$243.27	\$3,348.80	\$334.88
SEPTEMBER	<u>\$3,468.40</u>	<u>\$346.84</u>	<u>\$3,061.76</u>	<u>\$306.17</u>	<u>\$2,539.20</u>	<u>\$253.92</u>
TOTALS	\$27,814.56	\$2,783.28	\$30,165.71	\$3,016.54	\$30,511.46	\$3,051.14

52

ZILKER CANOE RENTALS

	FY 1988 -1989		FY 1989 -1990		FY 1990 -1991	
<u>MONTH</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>
OCTOBER	\$2,153.26	\$236.86	\$3,228.50	\$355.14	\$1,979.84	\$217.78
NOVEMBER	\$2,153.90	\$236.93	\$1,528.58	\$168.14	\$1,244.76	\$136.92
DECEMBER	\$241.79	\$26.60	\$119.00	\$13.09	\$452.64	\$49.79
JANUARY	\$480.24	\$52.83	\$1,501.83	\$165.20	\$954.96	\$105.05
FEBRUARY	\$1,334.92	\$146.84	\$4,241.66	\$466.58	\$2,540.12	\$279.41
MARCH	\$8,137.40	\$895.11	\$7,656.34	\$842.20	\$7,054.10	\$775.95
APRIL	\$10,601.16	\$1,166.13	\$9,963.30	\$1,095.96	\$5,380.16	\$591.82
MAY	\$7,613.39	\$837.47	\$10,352.19	\$1,138.74	\$6,532.00	\$718.52
JUNE	\$6,620.32	\$728.24	\$5,924.50	\$651.69	\$5,790.00	\$636.95
JULY	\$9,713.46	\$1,068.48	\$7,646.60	\$841.13	\$6,908.28	\$759.91
AUGUST	\$6,646.60	\$731.13	\$5,342.44	\$587.67	\$4,143.60	\$455.80
SEPTEMBER	<u>\$3,707.21</u>	<u>\$407.79</u>	<u>\$2,914.00</u>	<u>\$320.60</u>	<u>\$3,262.32</u>	<u>\$358.86</u>
TOTALS	\$59,403.65	\$6,534.41	\$60,418.94	\$6,646.14	\$46,242.78	\$5,086.76

1.5

ZILKER FOOD AND DRINK

	FY - 19 88-89		FY - 19 89-90		FY -19 90-91	
<u>MONTH</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>
OCTOBER	\$11,471.40	\$4,014.99	\$11,537.13	\$4,037.99	\$11,756.89	\$4,114.91
NOVEMBER	\$8,355.67	\$2,924.48	\$6,169.28	\$2,159.39	\$7,708.74	\$2,698.06
DECEMBER	\$3,125.00	\$1,093.75	\$2,430.64	\$850.72	\$2,888.20	\$1,010.87
JANUARY	\$5,273.00	\$1,845.69	\$5,848.21	\$2,046.87	\$4,191.50	\$1,467.02
FEBRUARY	\$3,879.13	\$1,357.70	\$9,837.00	\$3,442.95	\$9,314.83	\$3,260.19
MARCH	\$15,967.89	\$5,588.76	\$12,997.11	\$4,548.99	\$20,249.66	\$7,087.38
APRIL	\$20,650.27	\$7,227.59	\$17,851.85	\$6,248.15	\$16,390.68	\$5,736.74
MAY	\$20,525.73	\$7,184.00	\$23,659.51	\$8,280.83	\$20,565.20	\$7,197.82
JUNE	\$27,921.56	\$9,772.55	\$37,939.20	\$13,278.72	\$24,866.06	\$8,703.12
JULY	\$39,060.21	\$13,671.07	\$27,316.18	\$9,560.66	\$27,842.36	\$9,744.82
AUGUST	\$27,158.92	\$9,505.62	\$29,804.34	\$10,431.52	\$16,680.74	\$5,838.26
SEPTEMBER	<u>\$15,837.71</u>	<u>\$5,543.20</u>	<u>\$14,298.58</u>	<u>\$5,004.50</u>	<u>\$10,297.77</u>	<u>\$3,604.22</u>
TOTALS	\$199,226.49	\$69,729.40	\$199,689.03	\$69,891.29	\$172,752.63	\$60,463.41

ZILKER RAILROAD

FY - 19 88-89

FY - 19 89-90

FY - 19 90-91

<u>MONTH</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>
OCTOBER	\$14,940.00	\$1,494.00	\$14,000.00	\$1,400.00	\$16,800.00	\$1,680.00
NOVEMBER	\$12,260.00	\$1,260.00	\$6,540.00	\$654.00	\$21,000.00	\$2,100.00
DECEMBER	\$14,940.00	\$1,494.00	\$8,400.00	\$840.00	\$7,940.00	\$794.00
JANUARY	\$7,940.00	\$794.00	\$10,740.00	\$1,074.00	\$4,200.00	\$420.00
FEBRUARY	\$4,200.00	\$420.00	\$12,600.00	\$1,260.00	\$10,740.00	\$1,074.00
MARCH	\$16,800.00	\$1,680.00	\$22,400.00	\$2,240.00	\$25,200.00	\$2,520.00
APRIL	\$20,054.00	\$2,054.00	\$16,340.00	\$1,634.00	\$21,940.00	\$2,194.00
MAY	\$21,940.00	\$2,194.00	\$27,540.00	\$2,754.00	\$21,480.00	\$2,148.00
JUNE	\$24,740.00	\$2,474.00	\$20,540.00	\$2,054.00	\$18,200.00	\$1,820.00
JULY	\$24,740.00	\$2,474.00	\$21,000.00	\$2,100.00	\$24,740.00	\$2,474.00
AUGUST	\$22,400.00	\$2,240.00	\$26,600.00	\$2,660.00	\$24,740.00	\$2,474.00
SEPTEMBER	<u>\$10,740.00</u>	<u>\$1,074.00</u>	<u>\$12,600.00</u>	<u>\$1,260.00</u>	<u>\$8,400.00</u>	<u>\$840.00</u>
TOTALS	\$195,694.00	\$19,652.00	\$199,300.00	\$19,930.00	\$205,380.00	\$20,538.00

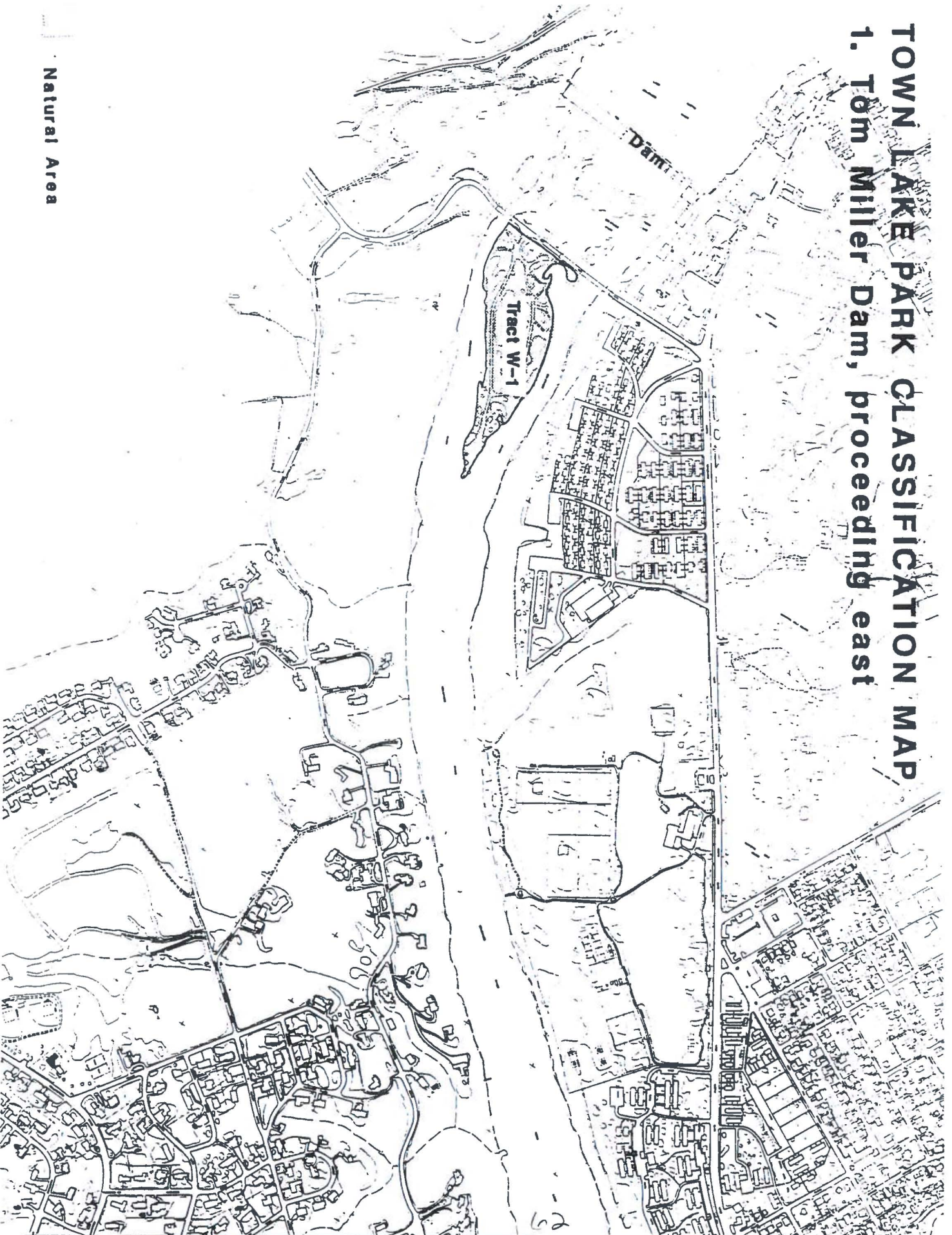
ZILKER RAILROAD SOUVENIR

	FY - 19 88-89		FY - 19 89-90		FY -19 90-91	
<u>MONTH</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>	<u>SALES</u>	<u>REVENUE</u>
OCTOBER	\$1,617.32	\$161.73	\$952.57	\$95.26	\$1,091.56	\$109.16
NOVEMBER	\$1,318.87	\$131.89	\$882.76	\$88.28	\$809.86	\$80.99
DECEMBER	\$874.41	\$87.44	\$421.89	\$42.19	\$500.95	\$50.10
JANUARY	\$815.31	\$81.53	\$728.35	\$72.84	\$309.27	\$30.93
FEBRUARY	\$530.50	\$53.05	\$997.93	\$99.80	\$734.42	\$73.44
MARCH	\$2,324.97	\$232.50	\$1,004.17	\$100.42	\$1,527.91	\$152.80
APRIL	\$2,383.45	\$238.35	\$1,913.12	\$191.31	\$1,173.32	\$117.33
MAY	\$2,258.77	\$225.88	\$1,824.59	\$182.46	\$1,133.13	\$113.31
JUNE	\$2,375.92	\$237.60	\$2,039.98	\$204.00	\$1,205.91	\$120.60
JULY	\$2,941.75	\$294.18	\$1,889.03	\$188.90	\$1,423.86	\$142.39
AUGUST	\$2,027.65	\$202.77	\$1,573.83	\$157.38	\$978.70	\$97.88
SEPTEMBER	<u>\$1,239.00</u>	<u>\$123.90</u>	<u>\$979.40</u>	<u>\$97.94</u>	<u>\$490.32</u>	<u>\$49.03</u>
TOTALS	\$20,707.92	\$2,070.82	\$15,207.62	\$1,520.78	\$11,379.21	\$1,137.96

60

APPENDIX C
LOCATION MAPS FOR NEW CONCESSION SITES

TOWN LAKE PARK CLASSIFICATION MAP
1. Tom Miller Dam, proceeding east



Natural Area



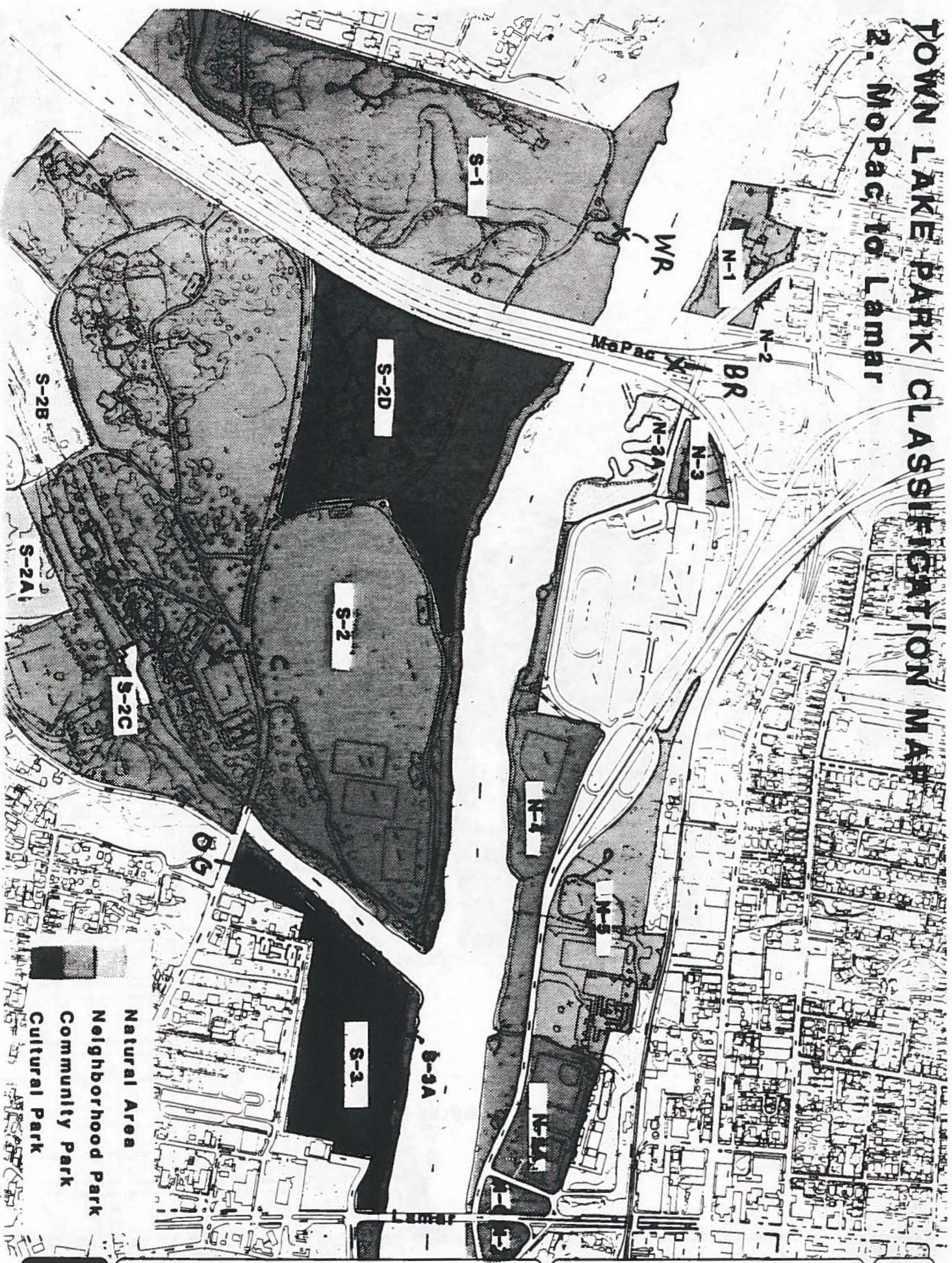
TOWN LAKE CORRIDOR

CITY OF AUSTIN
Exhibit B

1

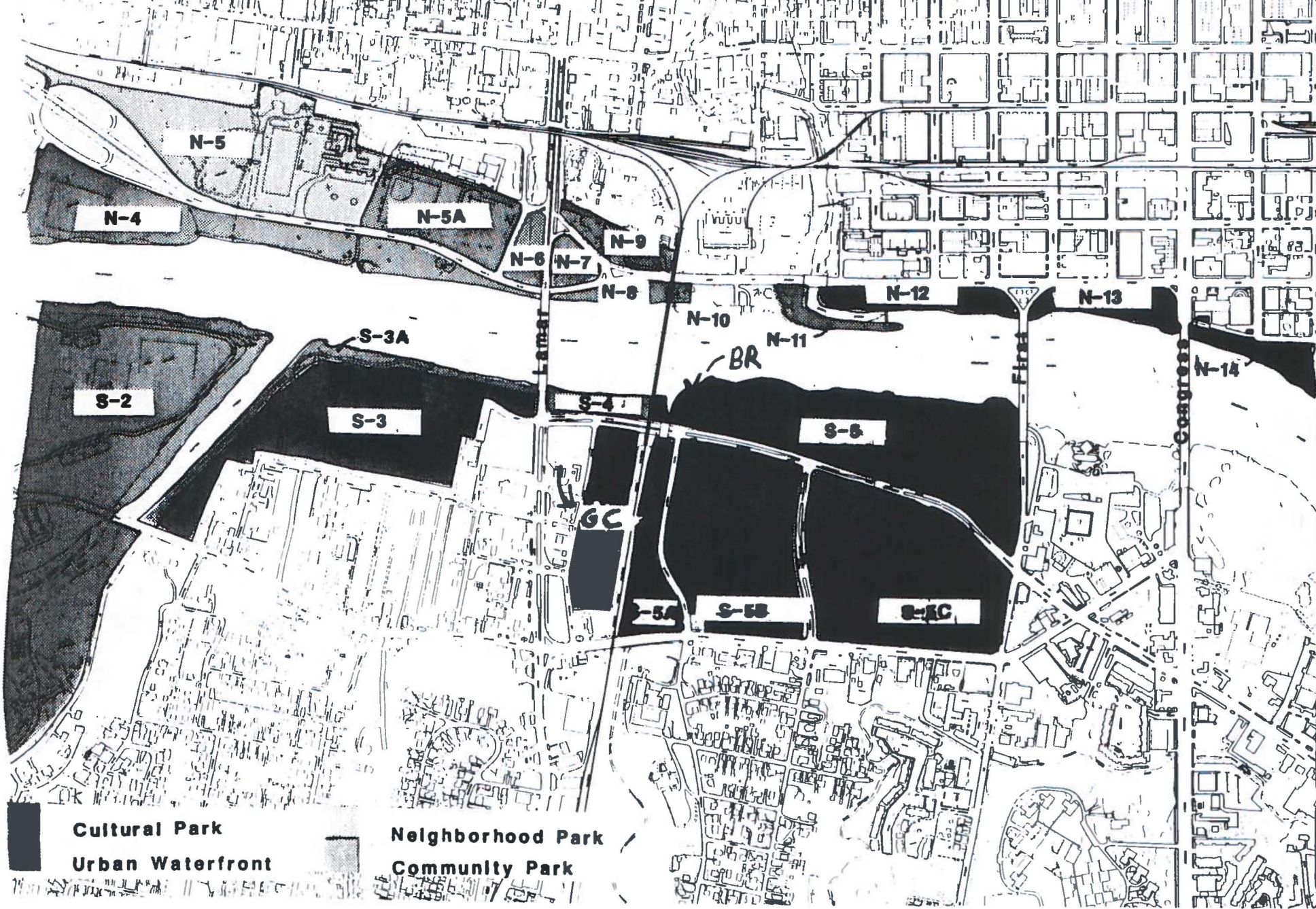
TOWN LAKE PARK CLASSIFICATION MAP

2. Morac to Lamar



TOWN LAKE PARK CLASSIFICATION MAP

3. Lamar to Congress



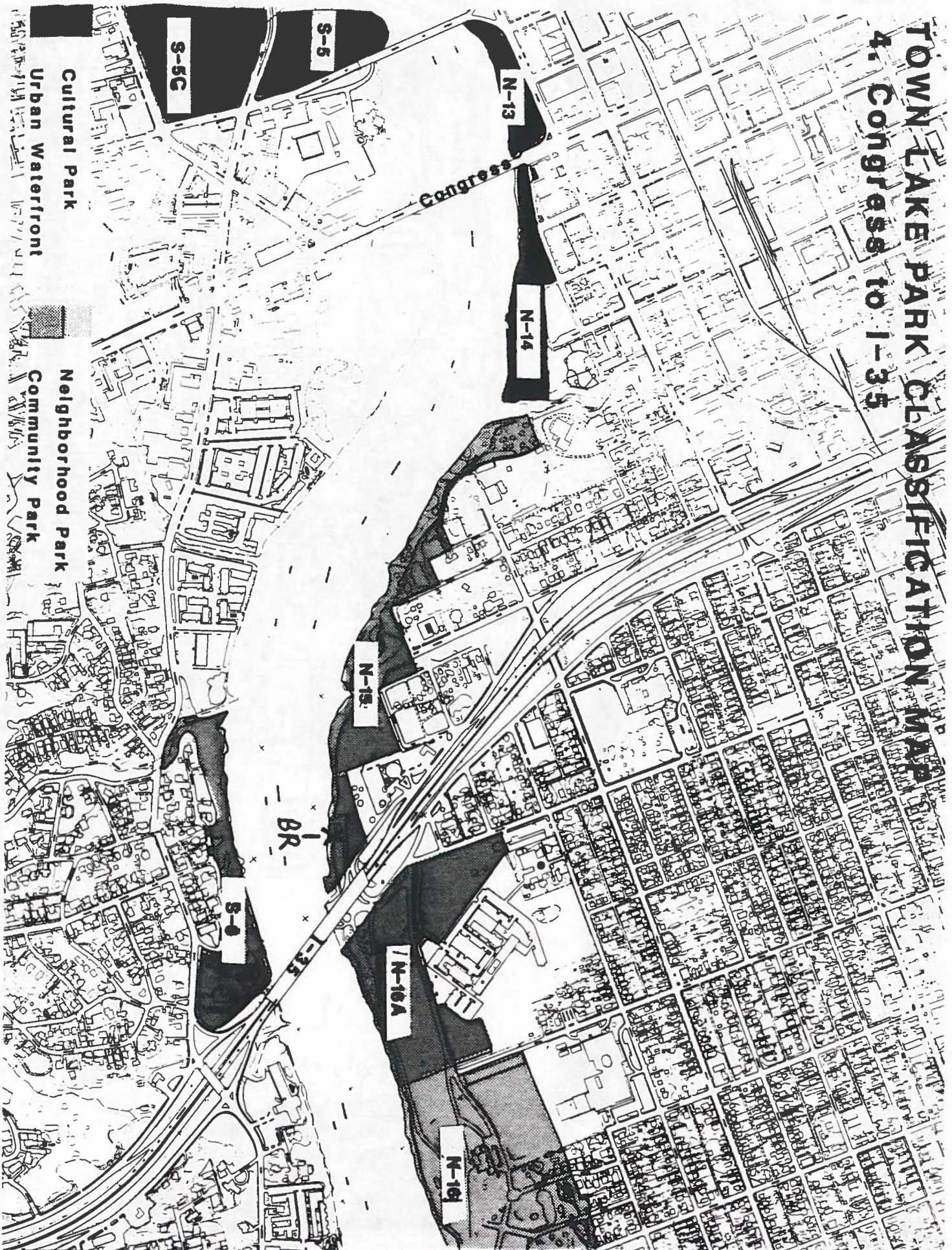
3

CITY OF AUSTIN
Exhibit B

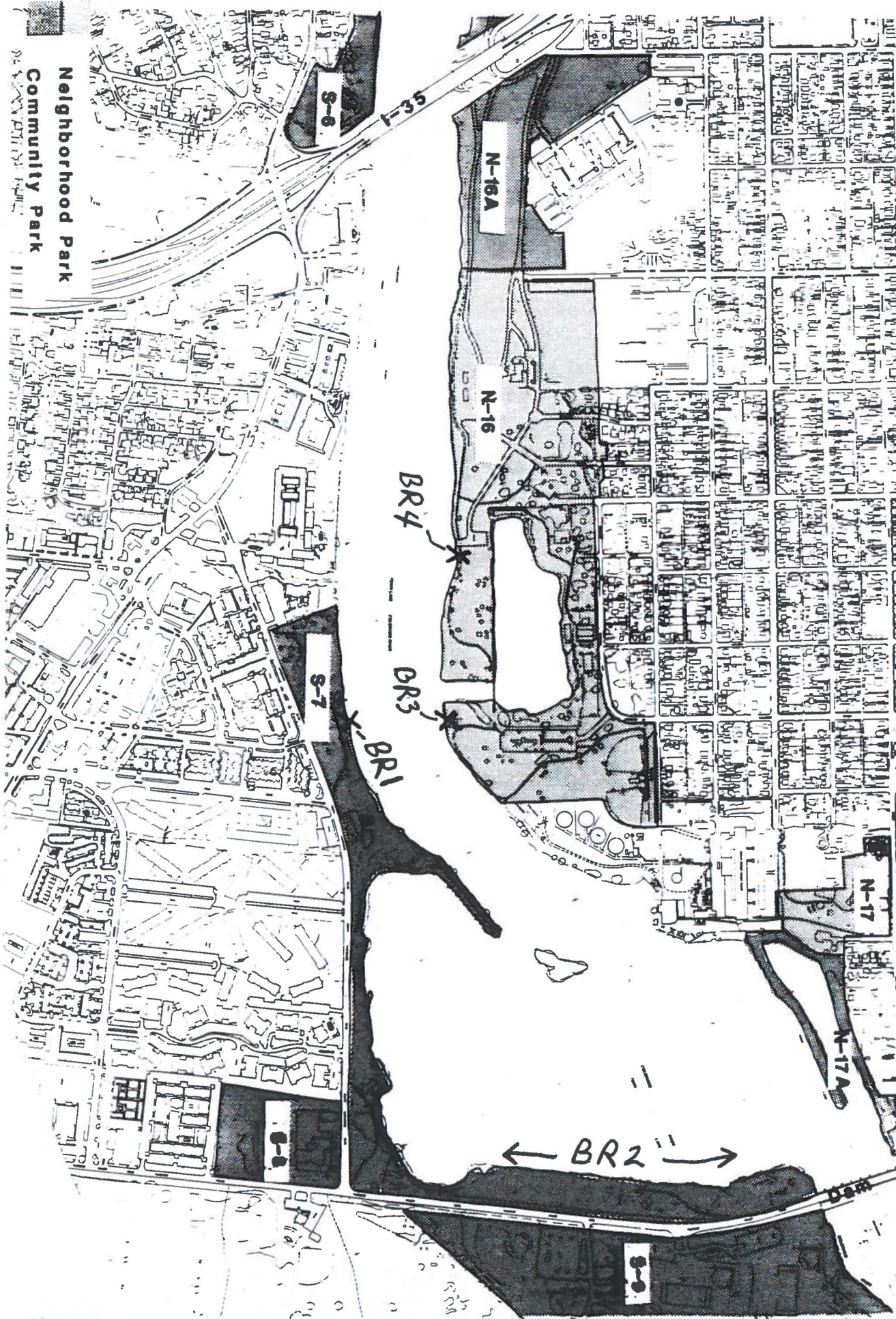
64
TOWN LAKE CORRIDOR

TOWN LAKE PARK CLASSIFICATION MAP

4. Congress to I-35



TOWN LAKE PARK CLASSIFICATION MAP SECTION 35 TO LONGHORN DAM



Neighborhood Park
Community Park

TOWN LAKE CORRIDOR

666 CITY OF AUSTIN
Exhibit B

5



MEMORANDUM

TO: Parks and Recreation Board

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: November 18, 1991

SUBJECT: Upper Bull Creek Greenbelt Electric Easement, Pedernales Electric Cooperative

A request has been received from the Pedernales Electric Cooperative for approval of a 1504' long x 20' wide electric easement through part of Upper Bull Creek Greenbelt. The electric line will be overhead for 16', where it connects with the existing distribution system; the remainder of the line will be underground.

The attached letter from the Pedernales Electric Cooperative gives details of the project. As stated in the letter the proposed alignment follows an existing sanitary sewer easement that has been cleared of vegetation.

Recommendation

I recommend approval of a 27,117 square foot electric easement through part of Upper Bull Creek Greenbelt, subject to the conditions listed below:

1. All construction within the greenbelt shall comply with the requirements of the "Construction in Parks Specification" adopted by the Board in April 1990.
2. On completion of construction, restoration and revegetation shall be carried out to the specifications and satisfaction of the Parks and Recreation Department.
3. To ensure satisfactory revegetation, fiscal surety shall be provided, prior to construction, to the value of the estimated cost of restoration (including maintenance for the required period of plant establishment).

Upper Bull Creek Greenbelt Easement
P. 2

Please let me know if you need any additional information.

Manuel A. Mollinedo, Director
Parks and Recreation Department



P. O. Box 467 Johnson City, Texas 78636-1467
(512) 868-7155

Johnson City
Bertram
Canyon Lake
Cedar Park
Dripping Springs
Kyle-Buda
Lake Travis
Marble Falls

November 7, 1991

Mr. Manuel A. Mollinedo, Director
Parks and Recreation Department
City of Austin
P. O. Box 1088
Austin, Texas 78767

RE: Request for Electric Easement - Upper Bull Creek
Greenbelt

Dear Mr. Mollinedo:

The following is a request that an easement be considered and approved, for the construction and maintenance of an overhead and underground power line which would serve The Park at Spicewood Springs, Phase 1, Sections 2, 3 and 4. The location of the proposed easement is shown on the attached drawings which include an area map, a vicinity map, a drawing showing the easement area, a drawing showing the approximate location of an existing sanitary sewer line, and another showing a construction plan.

This easement is requested so that a three phase electric line consisting of approximately 16 circuit feet of overhead and 1,486 circuit feet of underground may be constructed and maintained. The line is necessary due to the increased electric load experienced with the development of Phase 1, Sections 3 and 4.

The overhead portion of the line will consist of the addition of one (1) 45' wooden pole, four (4) 336.4 MCM AAC conductors, and miscellaneous hardware for the insulation, support and grounding of the conductors. The underground portion will consist of the installation of three (3) 2½" high-density polyethylene conduits each containing one (1) 25 kV insulated 4/0 copper conductor. There will also be three (3) 4' diameter concrete tiles with lids, two (2) metal sectionalizing enclosures, and cable terminations. The tiles are installed so that only the lid and 2-3" of the tile is above grade. The enclosures are 66"L x 22"W x 30"H and are painted green. The enclosures are mounted on concrete pads which are 74" x 34" x 6".

69

The conductors will operate at 12.470 kV phase to phase (7.2 kV phase to ground.)

The proposed route was chosen due to the minimal amount of right-of-way clearing and line construction required, manageable grades, and location relative to existing facilities. A majority of the line will be constructed within an area cleared for the installation of a sanitary sewer line, shown on the enclosed drawing. No tree removal is required.

Initial impact on the environment within the proposed easement will be limited to:

(1) The excavation of approximately 1,486 lineal feet of trench (approximately 10" W x 36" D); (2) the installation of the aforementioned conduits and cables, pads, tiles, enclosures and terminations; (3) the installation of the aforementioned pole and overhead conductors; (4) a minimal amount of tree trimming to facilitate construction; and (5) the temporary removal and replacement of existing rock berms.

Erosion and sedimentation control conforming with the L.C.R.A. Non-Point Source Pollution Ordinance will be employed. The construction plans include the construction of a silt fence and the use of hay bale berms in areas which will require traffic during the actual construction. The easement will be seeded using the MIXTURE 1 for UPLAND AREAS by broadcast method.

Long term effects include: maintenance of the cleared area preventing tree growth into the overhead lines; replacement of the pole, conductors, and components as required to maintain a safe and efficient line; patrolling the line to inspect for damage; access for repair.

An on-site meeting with Mr. Peter Marsh proved to be extremely helpful. Mr. Marsh made several recommendations which are reflected on the construction plans. Those include:

1. Reducing the length of the overhead line by approximately thirty feet;
2. Providing for the construction of the silt fence; and,
3. Specifying the type of grass seed mixture

Mr. Marsh viewed the construction site in its entirety and received an explanation of the work to be performed.

Alternatives to this route would include the construction of approximately 4,800' of underground line along Scotland Well Drive and Scotsman Drive. This route would involve some 46 property owners and more than three times as much excavation.

The construction of this line is necessary to prevent overload conditions which were experienced during the peak demand periods in the previous winter months. Your consideration of this request is appreciated, as will be your suggestions. Please contact me at (512) 219-2602 with questions or additional comments.

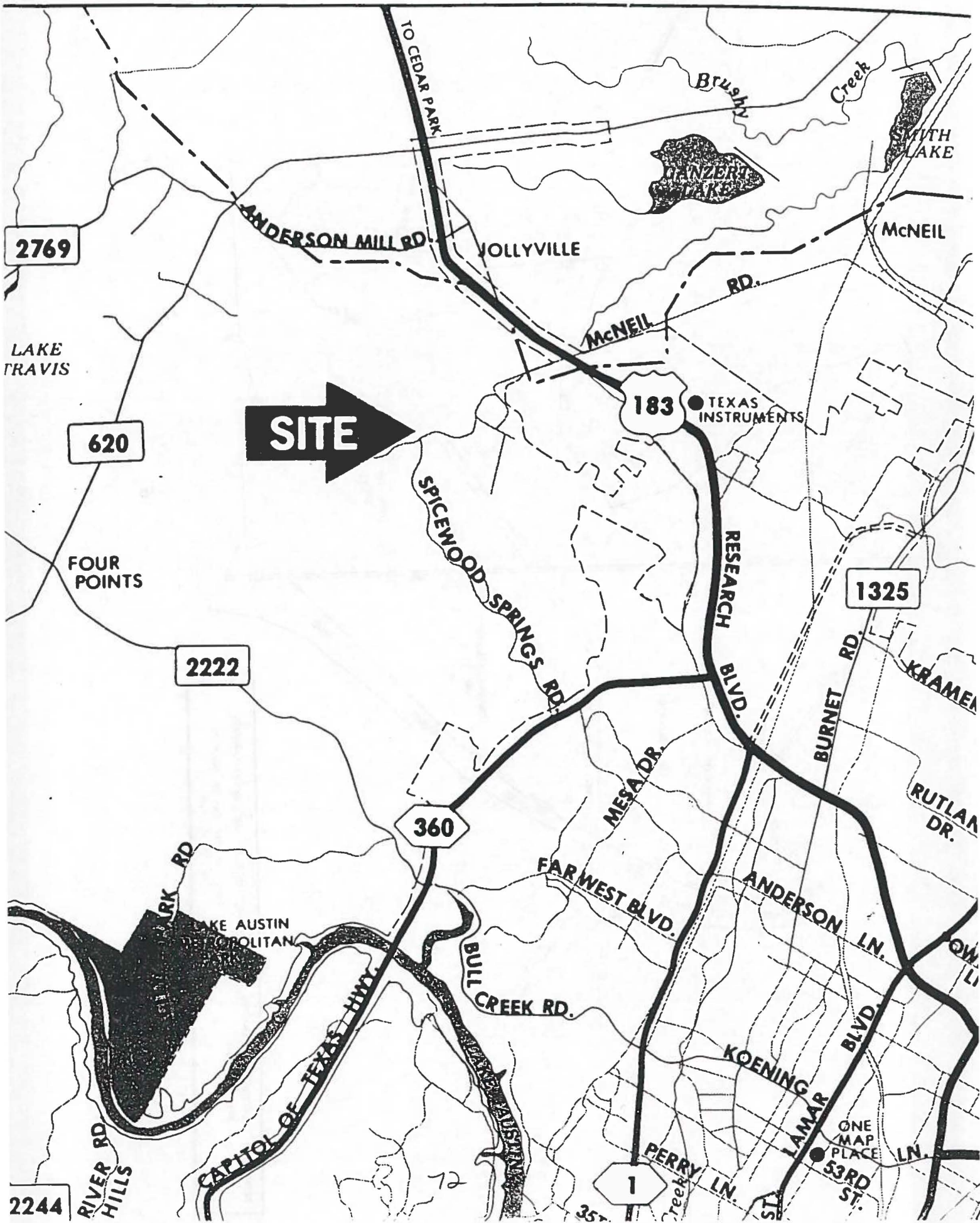
I appreciate the cooperation and assistance provided by your staff.

Sincerely,



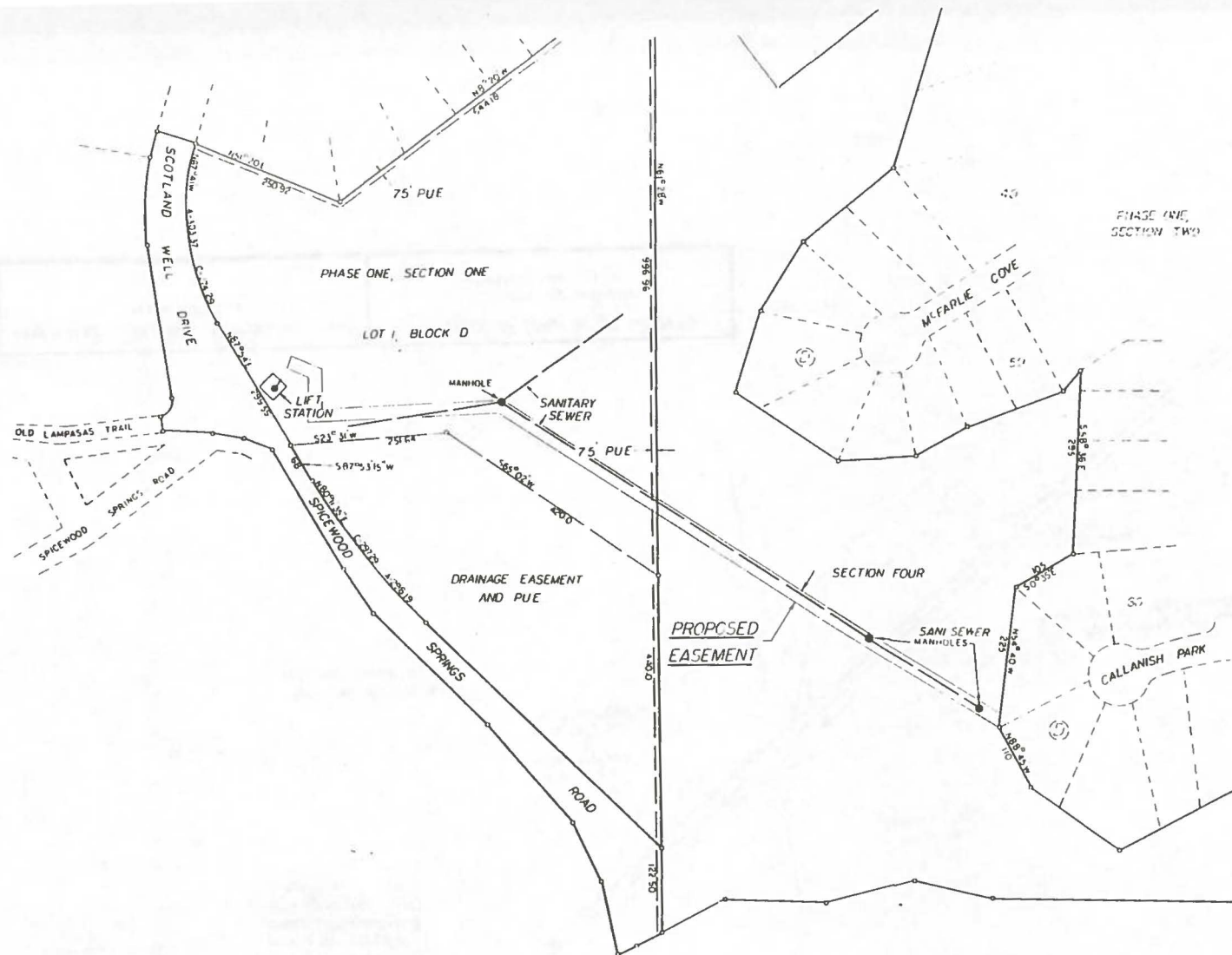
Douglas Haynes
Associate Engineer

CC: Ms. Junie Plummer, Real Estate Dept., City of Austin

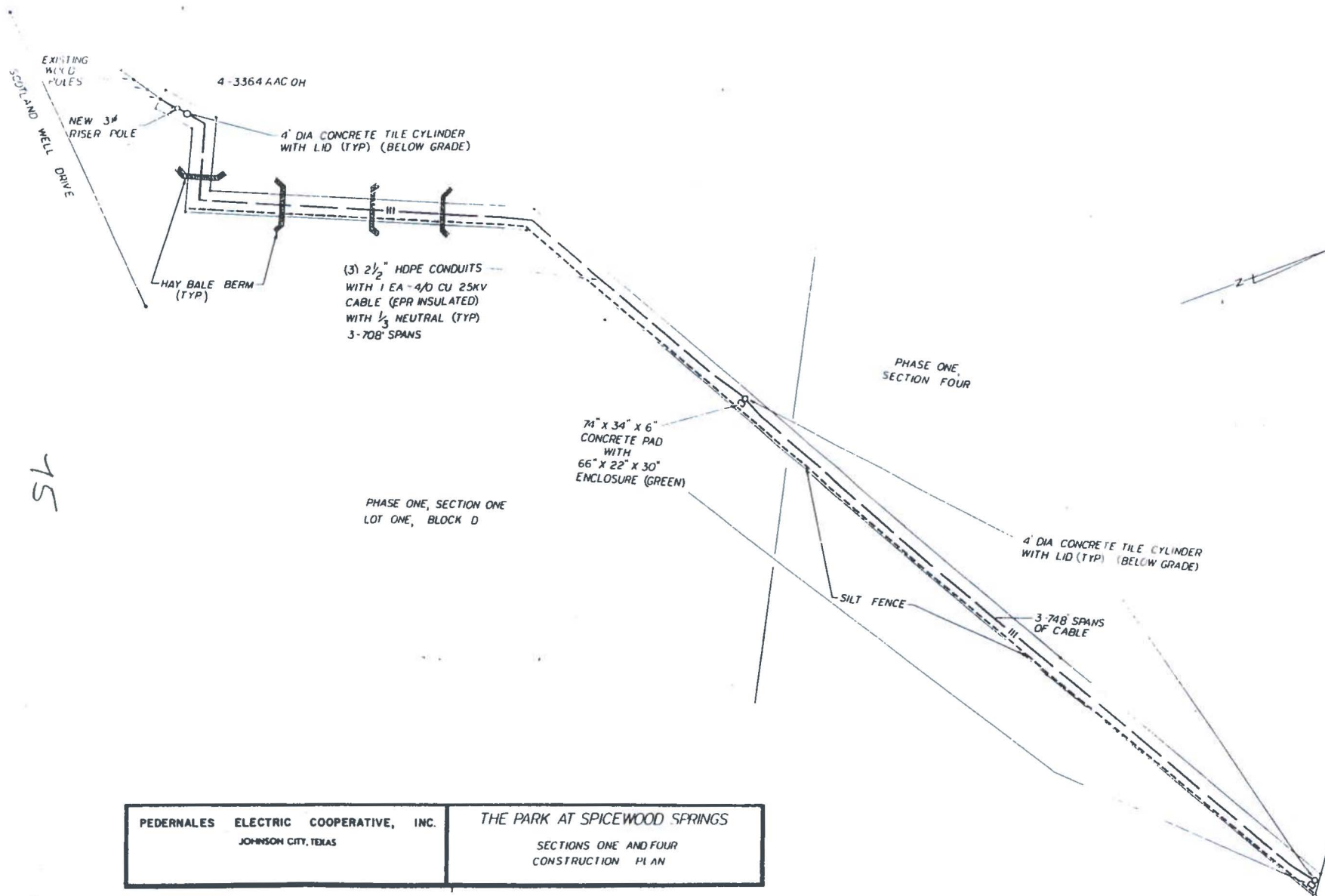


SITE

74



<p>PEDERNALES ELECTRIC COOPERATIVE, INC. JOHNSON CITY, TEXAS</p>	<p>THE PARK AT SPICEWOOD SPRINGS PHASE ONE, SECTIONS ONE AND FOUR</p>
--	---



<p>PEDERNALES ELECTRIC COOPERATIVE, INC. JOHNSON CITY, TEXAS</p>	<p>THE PARK AT SPICEWOOD SPRINGS SECTIONS ONE AND FOUR CONSTRUCTION PLAN</p>
--	--

75

EXHIBIT "A"

OWNER: CITY OF AUSTIN
20 foot wide electric easement
Park at Spicewood Springs
27,117 square feet

FIELD NOTE DESCRIPTION

A DESCRIPTION OF A TWENTY (20) FOOT WIDE STRIP (0.62 OF AN ACRE/27,117 SQUARE FEET) OF LAND WHICH EXTENDS ACROSS A PORTION OF LOT 94, BLOCK D IN THE PARK AT SPICEWOOD SPRINGS, PHASE ONE, SECTION FOUR, A PLAT OF RECORD IN BOOK 84, PAGES 192B-192D OF THE TRAVIS COUNTY PLAT RECORDS AND ACROSS A PORTION OF LOT 1, BLOCK D IN THE PARK AT SPICEWOOD SPRINGS, PHASE ONE, SECTION ONE, A PLAT OF RECORD IN BOOK 81, PAGES 355-357 OF THE SAID PLAT RECORDS; SAID TWENTY FOOT WIDE STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found at the southeasterly corner of Lot 62 and southwest corner of Lot 63 in said Block D of The Park at Spicewood Springs, Phase One, Section Four, Book 84, Page 192B et seq., being the most northeasterly corner hereof;

THENCE passing over and across said Lot 94, Block D, The Park at Spicewood Springs, Phase One, Section Four, Book 84, Page 192B et seq. and said Lot 1, Block D, The Park at Spicewood Springs, Phase One, Section One, Book 81, Page 355 et seq. along the following eleven (11) courses:

1. S 59° 52' 15" W, a distance of 317.75 feet to a 1/2 inch iron rod set,
2. S 61° 06' 47" W, crossing the common line between said Lot 94, Block D and said Lot 1, Block D, a distance of 627.97 feet to a 1/2 inch iron rod set,
3. S 25° 54' 46" W, a distance of 303.37 feet to a 1/2 inch iron rod set,
4. N 61° 38' 54" W, a distance of 74.00 feet to a 1/2 inch iron rod set,
5. S 52° 18' 06" W, a distance of 39.10 feet to a 1/2 inch iron rod set,
6. N 37° 42' 11" W, a distance of 20.00 feet to a 1/2 inch iron rod set,
7. N 52° 18' 06" E, a distance of 52.10 feet to a 1/2 inch iron rod set,
8. S 61° 39' 13" E, a distance of 66.12 feet to a 1/2 inch iron rod set,
9. N 25° 54' 50" E, a distance of 288.84 feet to a 1/2 inch iron rod set,
10. N 61° 06' 47" E, crossing the said common line between Lot 1, Block D and Lot 94, Block D, a distance of 634.10 feet to a 1/2 inch iron rod set, and
11. N 59° 52' 11" E, a distance of 308.40 feet to a 1/2 inch iron rod set on the southwestern line of said Lot 62, Block D, being the most northwesterly corner hereof;

THENCE along the said southwesterly line of Lot 62, Block D, S 54° 40' 00" E, a distance of 21.42 feet to the **POINT OF BEGINNING** of the herein described **TWENTY FOOT WIDE STRIP**.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that the above description was determined from an on the ground survey made under my direction and supervision on the 16th day of September, A.D., 1991.

SULTEMEIER SURVEYING
P. O. Box 544
Johnson City, TX 78636
(512) 868-7308



Dale Allen Sultemeier
Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

DRAWN BY	DAS	DATE	10-91
CHECKED BY	DAS	DATE	5-89
DATE	5-89	SHEET	1 OF 1

LINE	DIRECTION	DISTANCE
L1	N 61°38'54" W	74.00'
L2	S 52°18'06" W	39.10'
L3	N 37°42'11" W	20.00'
L4	N 52°18'06" E	52.10'
L5	S 61°39'13" E	66.12'
L6	S 54°40'00" E	21.93'

THE STATE OF TEXAS

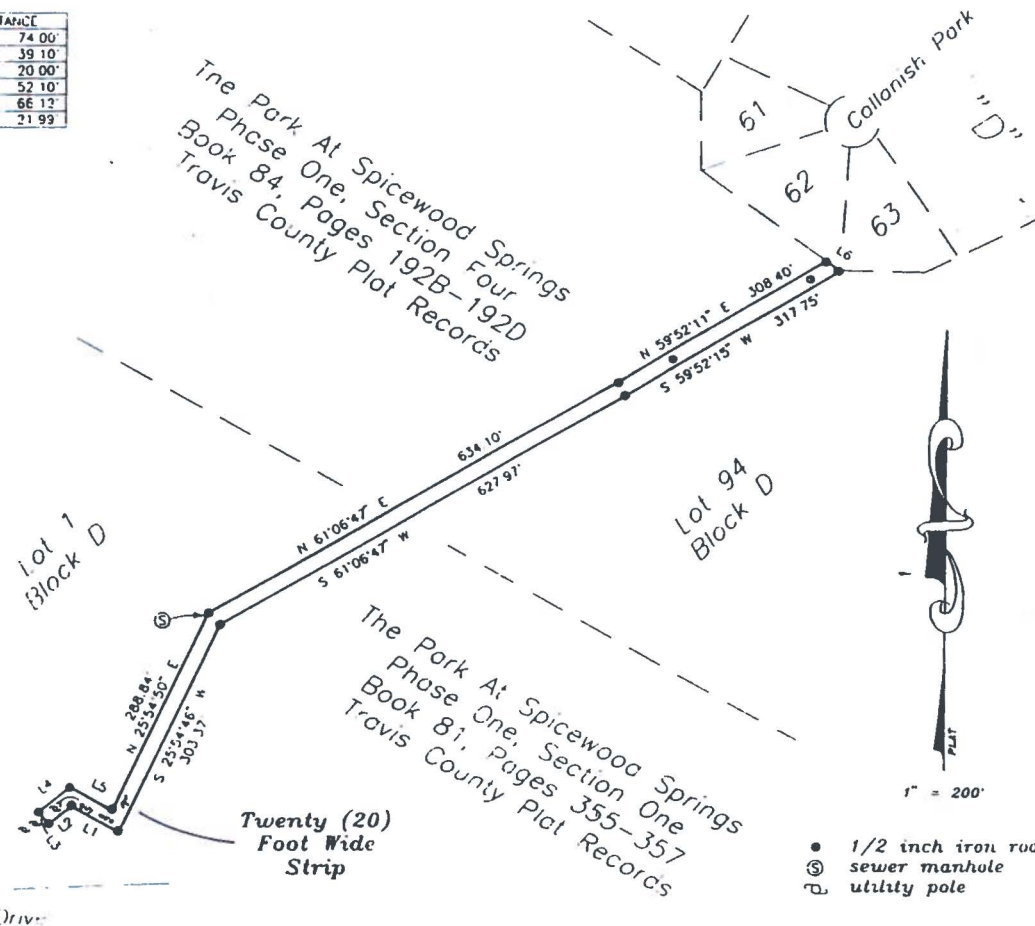
COUNTY OF TRAVIS

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an on the ground survey made under my direction and supervision.

WITNESS MY HAND AND SEAL at Johnson City, Blanco County, Texas, this the 21st day of OCTOBER, A.D., 1991

Dale Allen Sultemeier

Dale Allen Sultemeier
Registered Professional Land
Surveyor
No 4542 - State of Texas



SULTEMEIER SURVEYING
304 Highway 290 East
Johnson City, TX 78636
(512) 868-7308

Plat Showing a Twenty (20) Foot Wide Strip (0.62 of an Acre/27,117 Square Feet) of Land Which Extends Across a Portion of Lot 94, Block D, The Park at Spicewood Springs, Phase One, Section Four, Book 84, Pages 192B-192D of the Travis County Plat Records and Across a Portion of Lot 1, Block D, The Park at Spicewood Springs, Phase One, Section One, Book 81, Pages 355-357 of the Travis County Plat Records.



MEMORANDUM

TO: Parks and Recreation Board

FROM: Manuel A. Mollinedo, Director
Parks and Recreation Department

DATE: November 22, 1991

SUBJECT: Draft Maintenance Agreement for the Veloway

Attached for your information is a copy of the draft maintenance agreement with Circle C Development Joint Venture for the veloway.

Please let me know if you need additional information.


Manuel A. Mollinedo, Director
Parks and Recreation Department

property to the Veloway, the Veloway access and parking area off La Crosse Avenue, the Veloway staging areas, the track, a minimum seven (7) foot shoulder on both sides of the track where applicable, and any future improvements made to the Veloway during the term or any extension of this Agreement. Maintenance shall include removal of all litter visible from the track.

2. Undeveloped Acreage

The remaining undeveloped acreage within the City parkland described in Exhibit "A" shall be maintained by CCDJV at the Mode IV level, as defined by the Parks and Recreation Department and described in Exhibit "C", attached hereto and incorporated by reference for all purposes.

- B. Maintenance and operation hazards which threaten the health or safety of users or the public shall be corrected immediately upon CCDJV's becoming aware of such hazards.
- C. No improvements beyond routine repair or maintenance, shall be undertaken by CCDJV without the express written consent of the City.
- D. The Veloway shall be open to the public free of charge. Accommodation for the public's free use shall be duly made in the scheduling of the Veloway for special events. The hours and rules of operation shall be approved by the City and posted near the entrances to the Veloway. Such hours and rules may be revised by the City to better accommodate demands for the recreational use of the Veloway.
- E. CCDJV shall be authorized to operate the Veloway and to permit reservations for special events such as races, bicycle tours and special training, and to collect fees and deposits therefor. Revenues collected from the operation of the Veloway shall be expended solely for the operation and maintenance of the Veloway. Prior to beginning operations, CCDJV shall submit to the City for its approval a reservations policy, including procedures, concessions, fees and deposits. This policy may be revised by the City to better accommodate demands for reservation of the Veloway.
- F. The Veloway shall be available to the City free of charge for at least 8 weekend days, defined as Saturdays and Sundays, each year and for 14 weekdays, defined as Mondays through Fridays, each year. Upon request by the City, CCDJV shall meet with the City during December or such other month as may be agreed to schedule dates certain for use by the City.
- G. After the close of each City fiscal year on September 30th and no later than the January 31st following, CCDJV shall submit an annual report for the preceding year on such forms as the City

VELOWAY MAINTENANCE AND OPERATION AGREEMENT

I. RECITALS

The Veloway is a 5-kilometer asphalt bicycle track which is planned for construction on City parkland located in the Circle C Ranch subdivision in southwest Austin. The City parkland is described in Exhibit "A," attached hereto and incorporated by reference for all purposes. Development of the Veloway is a cooperative effort between the City of Austin ("City") and Circle C Development Joint Venture ("CCDJV").

Upon completion of construction by the City, the Veloway shall be open to the public for recreational use, and maintenance and operation of the Veloway shall be the obligation of CCDJV under the provisions of this Agreement. The respective responsibilities of the parties are the subject of this Agreement.

II. TERM

The term of this Agreement shall be for a period of five (5) years from the date of execution. The Agreement may be extended for additional periods of three (3) years upon the written consent of both parties.

III. RESPONSIBILITIES

A. Upon acceptance of the Veloway by the City, CCDJV shall assume responsibility for all maintenance and operations as set forth herein required by the Veloway. The telephone number of CCDJV's maintenance and reservations office shall be posted near the entrances to the Veloway. The designs and locations of all such postings and Veloway signage shall be approved by the City.

1. Developed Acreage

- (a) All developed acreage associated with the Veloway shall be maintained by CCDJV at the Mode III level, as applicable and defined by the Parks and Recreation Department and described in Exhibit "B", attached hereto and incorporated by reference for all purposes. Maintenance and operation of this developed acreage shall include, but not be limited to mowing and trimming, litter control, keeping the track free of all loose material, cleaning the track after all major storms and maintenance and repair of the track and any facilities related to the Veloway.
- (b) Areas within the developed acreage to be maintained at the Mode III level shall include, but not be limited to the access route through James Bowie High School

may supply or require. The report shall present maintenance and repair records and information as to events, attendance, revenues and expenditures and such other information as may be required by the City to assess the operation and maintenance of the Veloway. The City shall have the right to examine during regular business hours all documents or records relating to the operation and maintenance of the Veloway under this Agreement.

IV. INSURANCE

- A. CCDJV shall carry and maintain in effect liability and property damage insurance with the City of Austin named as an additional insured on the policy. CCDJV shall maintain general liability insurance with minimum limits of \$500,000 bodily injury and \$100,000 property damage for each occurrence and \$500,000 contractual liability insurance. Upon the effective date of this Agreement and with the annual renewal of such insurance, CCDJV shall provide a current copy of the insurance policy to the City. The City shall have the right to require increased coverages, as reasonably determined by the City's risk manager.
- B. CCDJV shall provide, within two (2) weeks of the execution of this Agreement, fiscal surety for the term of this Agreement by depositing \$43,453 in an interest-bearing escrow account with the City to ensure proper performance of its maintenance and operation responsibilities under this Agreement.
- C. Upon expiration of this Agreement or any extensions, the City shall remit to CCDJV the amount of the original deposit plus interest, less the ordinary and usual expenses incurred by the City in administering the escrow account.

V. TERMINATION

A. Termination for Failure to Perform

- 1. Either party may terminate this Agreement should the other party fail to perform substantially as agreed through no fault of the non-breaching party. Should CCDJV fail to properly fulfill its obligations under this Agreement in a timely manner, or should CCDJV violate any of the provisions of this Agreement, then the City shall notify CCDJV in writing of the specific violation(s) of the contract. Notice of default and notice of termination shall also be provided to First Gibraltar Bank, F.S.B. CCDJV shall have 30 days from receipt of this notice in which to cure any such violation. If the violation cannot reasonably be cured within this 30-day period as determined by the City, and CCDJV has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the parties may agree in writing to an extension of the period in which the violation must be cured.

2. If, however, CCDJV has not cured the violation within the time provided as specified in the written notice or any extension of such time, then the City, at its sole option, shall have the right to terminate this Agreement. This termination shall be made by sending written notice of termination to CCDJV. This "Notice of Termination" shall be effective for all purposes when deposited in the U.S. Mail, postage prepaid, and mailed certified mail, return receipt requested or when hand delivered to the CCDJV place of business. Upon hand delivering or depositing the "Notice of Termination" with the U.S. Mail, as specified above, the City may take control and possession of any funds or revenues derived from the operation of the Veloway, contract documents, agreements, rights, and improvements related to the Veloway, without recourse by CCDJV.
3. Should the City assume responsibility for the Veloway, CCDJV shall not be liable for any claims, injuries, or losses resulting solely from the negligent acts or omissions of the City, its employees or agents as of the date of the "Notice of Termination."
4. Should CCDJV default under this Agreement, the City shall have the right to all deposits in the escrow account described in IV.B. above.
5. All official communications and notices required to be made under this contract shall be deemed made if sent postage prepaid to the parties at the addresses listed below, unless otherwise specified.

City of Austin
Director, Parks and Recreation Department
P.O. Box 1088
Austin, Texas 78767

Steve Bartlett, President
Bradley Development, Inc.
1111 West 11th Street
Austin, Texas 78703

First Gibraltar Bank, F.S.B.
13401 North Freeway
Houston, Texas 77060
Attention: Randy Jones

B. Termination for Convenience

The City may terminate this Agreement for convenience upon six (6) months written notice. Should the City terminate this Agreement for convenience, it shall be obligated to remit to CCDJV on the date of the Notice of Termination the amount of the original escrow account deposit plus interest, less the ordinary

and usual expenses incurred by the City in administering the account.

VI. ADMINISTRATION

The Director of the Parks and Recreation Department shall be authorized to administer this contract on behalf of the City.

VII. LIABILITY AND INDEMNIFICATION

CCDJV shall indemnify and hold harmless the City, its employees, and agents against any claims, causes of action, personal injuries, or damages, including, but not limited to, reasonable attorneys' fees from, or in connection with, the negligent acts or omissions of CCDJV, or CCDJV's agents, employees, contractors, or subcontractors in the execution of its duties set forth herein. CCDJV shall at all times be an independent contractor.

VIII. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assignable without the express written consent of the City. In the event First Gibraltar Bank, F.S.B. forecloses on CCDJV's interest, First Gibraltar Bank, F.S.B. shall have the right but not the obligation to assume CCDJV's obligations hereunder. The parties acknowledge that CCDJV has collaterally assigned its interest in this agreement to First Gibraltar, F.S.B. and the City consents to such collateral assignment.

Executed this _____ day of _____, 19____.

City of Austin

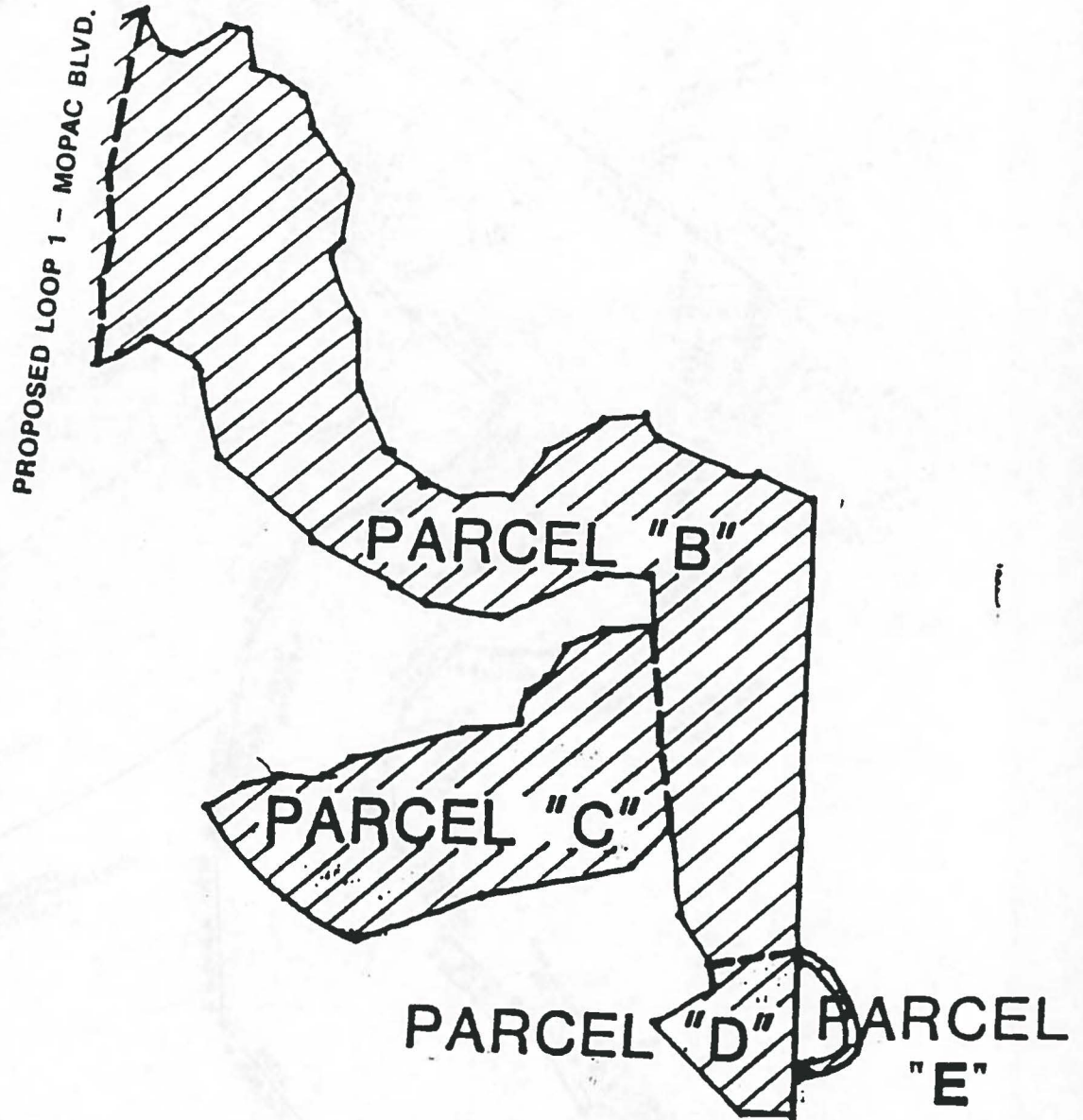
By: Alicia Perez
Assistant City Manager

Circle C Development Joint Venture

By: Steve Bartlett, President
Bradley Development Incorporated, Managing Venturer

Approved as to form:

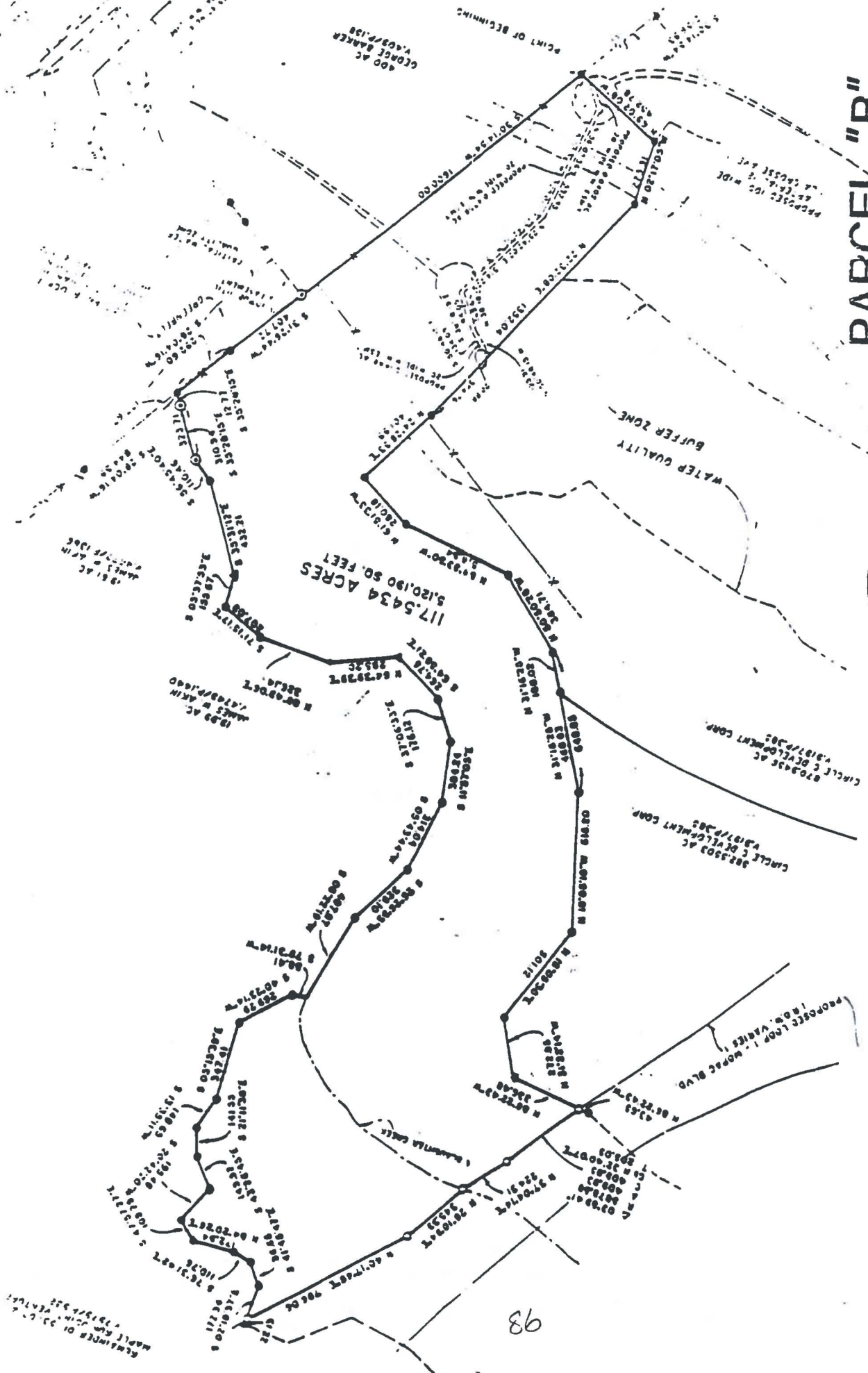
By: Raul Calderon
Assistant City Attorney



PLOT PLAN KEY MAP
(See attached parcel maps)

PARCEL "B"

Existing City of Austin Parkland



STATE OF TEXAS ;
 ;
COUNTY OF TRAVIS ;

FIELDNOTE DESCRIPTION of a 117.5434 acre tract out of the Samuel Hamilton Survey No. 16, Travis County, Texas, being a portion of that 285.4585 acre tract conveyed to the City of Austin by deed recorded in Volume 9495, Page 281 of the Deed Records of Travis County, Texas. The herein described tract is more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found for the most southerly corner of the said 285.4585 acre tract, being an easterly corner of that 870.9456 acre tract conveyed to Circle C Development Corporation by deed recorded in Volume 9197, Page 385 and a point in the westerly line of that 400 acre tract conveyed to George Barker by deed recorded in Volume 409, Page 158, both of the Deed Records of Travis County, Texas;

THENCE, leaving the said westerly line of the 400 acre tract, with the common line between the 285.4585 acre tract and the 870.9456 acre tract, for the following eight (8) courses:

- 1) N 69° 02' 08" W, 452.78 feet to an iron rod found;
- 2) N 02° 17' 05" W, 273.31 feet to an iron rod found;
- 3) N 22° 32' 08" E, 1352.04 feet to an iron rod found;
- 4) N 24° 28' 33" E, 401.99 feet to an iron rod found;
- 5) N 61° 31' 33" W, 280.18 feet to an iron rod found;
- 6) N 84° 53' 50" W, 518.94 feet to an iron rod found;
- 7) N 50° 50' 28" W, 384.71 feet to an iron rod found;
- 8) N 31° 16' 25" W, 188.02 feet to an iron rod found for a northerly corner of the said 870.9456 acre tract, being the most easterly corner of that 582.5503 acre tract conveyed to Circle C Development Corporation by deed recorded in Volume 9197, Page 385 of the said deed records;

THENCE, leaving the northerly line of the said 870.9456 acre tract, with the common line between the 285.4585 acre tract and the 582.5503 acre tract for the following five (5) courses:

- 1) N 31° 16' 25" W, 460.83 feet to an iron rod found;
- 2) N 18° 06' 10" W, 616.20 feet to an iron rod found;
- 3) N 18° 05' 30" E, 501.12 feet to an iron rod found;
- 4) N 31° 22' 14" W, 272.95 feet to an iron rod found;
- 5) N 86° 22' 43" W, 336.48 feet to an iron rod set on a curve to the left in the proposed easterly right-of-way line of Mopac Boulevard (State Highway Loop 1);

THENCE, leaving the northerly line of the said 582.5503 acre tract, across the said 285.4585 acre tract, along the proposed easterly right-of-way line of Mopac Boulevard (right-of-way varies) for the following four (4) courses:

- 1) with the said curve to the left having a central angle of 03° 59' 41", a radius of 5879.58 feet, a chord of 409.85 feet (chord bears N 32° 40' 07" E) for an arc distance of 409.93 feet to an iron rod set;
- 2) N 37° 04' 14" E, 224.31 feet to an iron rod found;

- 3) N 28° 10' 54" E, 345.33 feet to an iron rod found;
- 4) N 40° 17' 48" E, 786.06 feet to an iron rod set in the northeasterly line of the aforesaid 285.4585 acre tract, being the southwesterly line of the remainder of that 531.07 acre tract conveyed to Maple Run Joint Venture by deed recorded in Volume 7979, Page 932 of the said deed records;

THENCE, leaving the proposed easterly right-of-way line of Mopac Boulevard along the common line between the said 531.07 acre tract and the 285.4585 acre tract for the following twelve (12) courses:

- 1) S 02° 18' 37" E, for a distance of 172.34 feet to an iron pipe found;
- 2) S 41° 45' 47" E, for a distance of 96.65 feet to an iron rod found;
- 3) S 76° 31' 42" E, for a distance of 110.76 feet to an iron rod found;
- 4) N 84° 20' 26" E, for a distance of 172.94 feet to an iron rod found;
- 5) S 47° 57' 27" E, for a distance of 109.79 feet to an iron rod found;
- 6) S 20° 42' 20" W, for a distance of 195.48 feet to an iron rod found;
- 7) S 43° 26' 45" E, for a distance of 149.92 feet to an iron rod found;
- 8) S 21° 11' 38" E, for a distance of 141.55 feet to an iron rod found;
- 9) S 13° 35' 11" W, for a distance of 148.65 feet to an iron rod found;
- 10) S 05° 15' 39" E, for a distance of 347.41 feet to an iron rod found;
- 11) S 40° 23' 14" W, for a distance of 269.29 feet to an iron rod found;
- 12) S 79° 31' 14" W, for a distance of 58.41 feet to a point in the centerline of Slaughter Creek;

THENCE, along the centerline of Slaughter Creek, continuing with the above said common line between the 531.07 acre tract and the 285.4585 acre tract for the following thirteen (13) courses:

- 1) S 08° 22' 19" W, for a distance of 407.97 feet to an iron rod found;
- 2) S 26° 26' 53" W, for a distance of 329.10 feet to an iron rod found;
- 3) S 05° 43' 44" W, for a distance of 314.04 feet to an iron rod found;
- 4) S 11° 57' 05" E, for a distance of 304.24 feet to an iron rod found;
- 5) S 37° 06' 33" E, for a distance of 176.12 feet to an iron rod found;
- 6) S 64° 58' 21" E, for a distance of 264.75 feet to a nail found;
- 7) N 64° 39' 39" E, for a distance of 295.20 feet to a point;
- 8) N 88° 49' 06" E, for a distance of 326.14 feet to an iron rod found;
- 9) S 71° 15' 17" E, for a distance of 207.09 feet to an iron rod found;
- 10) S 05° 37' 53" E, for a distance of 155.67 feet to a nail found;
- 11) S 35° 31' 12" E, for a distance of 432.21 feet to an iron rod found;
- 12) S 56° 45' 40" E, for a distance of 110.46 to an iron pipe found;

- 13) S 35° 28' 15" E, at a distance of 310.95 feet pass an iron pipe found on the east side of Slaughter Creek, for a total distance of 323.72 feet to an iron rod found at a fence corner post, for the most southerly corner of that certain 19.81 acre tract of land conveyed to James W. Akins by a deed recorded in Volume 4677, Page 1386 and a point in the west line of Lot 86, Block B, Circle C Ranch, Phase C, Section One, a subdivision recorded in Book 87, Pages 36D and 37A of the Plat Records of Travis County, Texas;

THENCE, S 28° 04' 16" W, with the common line between the said 285.4585 acre tract and Lot 86, Block B, Circle C Ranch, Phase C, Section One for a distance of 292.60 feet to an iron rod found;

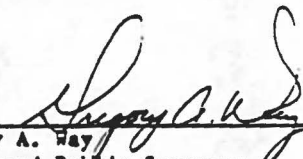
THENCE, S 31° 26' 44" W, continuing along the said common line between the said 285.4585 acre tract and Lot 86, Block B, Circle C Ranch, Phase C, Section One, 407.72 feet to a concrete monument found for the northwest corner of the aforesaid 400 acre Barker Tract;

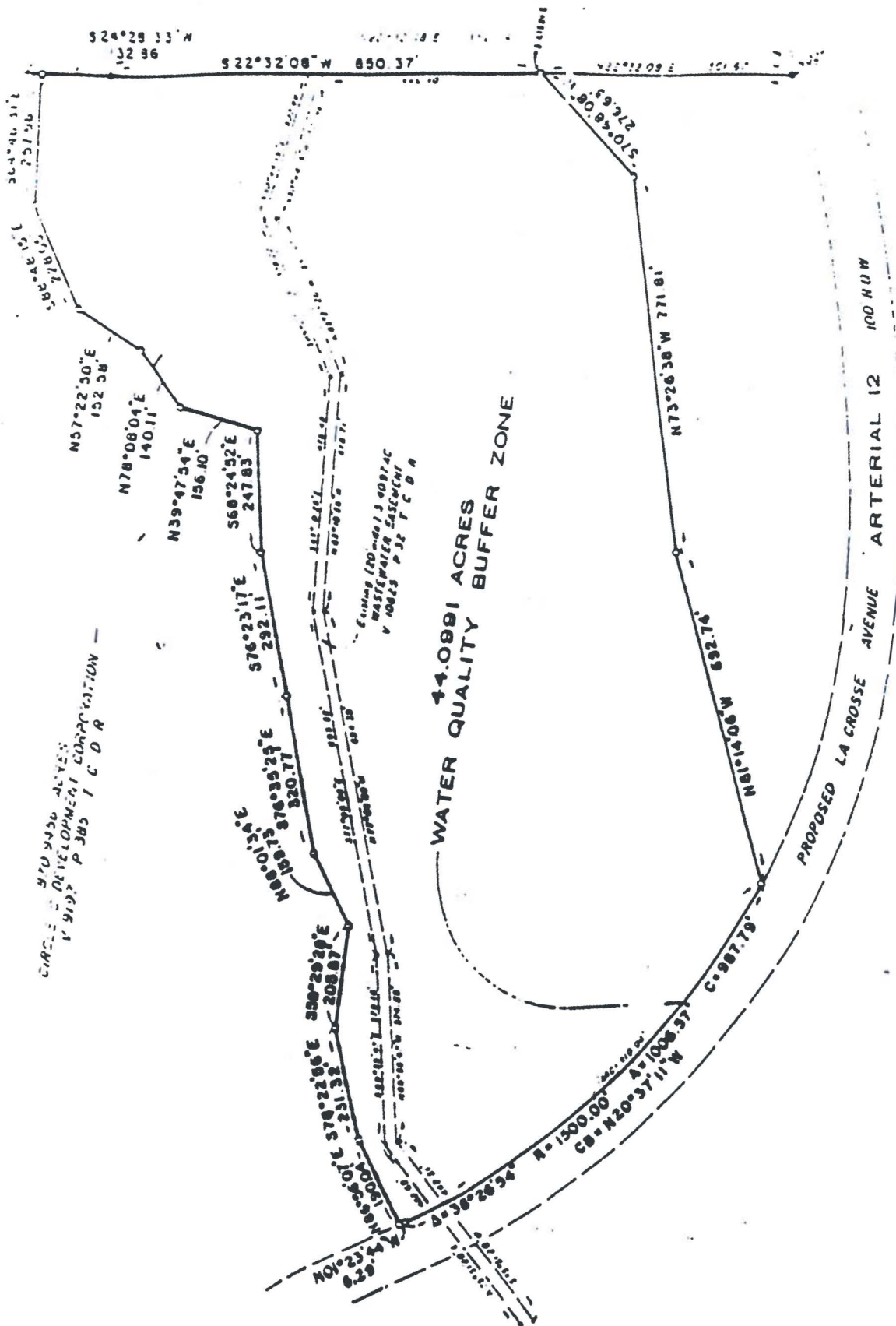
THENCE, S 30° 14' 54" W, leaving the southerly line of Lot 86, Block B, Circle C Ranch, Phase C, Section One, with the common line between the 400 acre tract and the 285.4585 acre tract, 1600.00 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 117.5434 acres of land area.

That I, Gregory A. Way, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 13TH day of September 1988, A.D.




Gregory A. Way
Registered Public Surveyor
No. 4567 - State of Texas



PARCEL "C"

Parkland To Be Donated
To City of

PARCEL "C"

STATE OF TEXAS }
COUNTY OF TRAVIS }

FIELDNOTE DESCRIPTION of a 44.0991 acre tract out of the Samuel Hamilton Survey No. 16, Travis County, Texas, being a portion of that 870.9456 acre tract conveyed to Circle C Development Corporation by deed recorded in Volume 9197, Page 383 of the Deed Records of Travis County, Texas. The herein described tract is more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found in the easterly line of the said 870.9456 acre tract, being the most southerly corner of that 285.4585 acre tract conveyed to the City of Austin by deed recorded in Volume 9493, Page 281 and a point in the westerly line of that 400 acre tract conveyed to George Barker by deed recorded in Volume 409, Page 158, both of the Deed Records of Travis County, Texas;

THENCE, leaving the westerly line of the said 400 acre tract, with the common line between the said 870.9456 acre tract and the 285.4585 acre tract, for the following three (3) courses:

- 1) N 69° 02' 08" W, 432.78 feet to an iron rod found;
- 2) N 02° 17' 03" W, 273.31 feet to an iron rod found;
- 3) N 22° 32' 08" E, 301.67 feet to an iron rod set for the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the said southerly line of the 285.4585 acre tract, across the 870.9456 acre tract, for the following eighteen (18) courses:

- 1) S 70° 48' 08" W, 276.63 feet to an iron rod set;
- 2) N 73° 26' 38" W, 771.81 feet to an iron rod set;
- 3) N 81° 14' 06" W, 692.74 feet to an iron rod set on a curve to the right in the proposed northerly right-of-way line of Arterial 12 (100.00' right-of-way);
- 4) along the northerly right-of-way line of proposed Arterial 12 (La Crosse Avenue), with the said curve to the right having a central angle of 38° 26' 54", a radius of 1500.00 feet, a chord of 987.79 feet (chord bears N 20° 37' 11" W), for an arc distance of 1006.57 feet to an iron rod set for the point of tangency;
- 5) N 01° 23' 44" W, continuing along the proposed northerly right-of-way line of Arterial 12, 6.29 feet to an iron rod set;
- 6) N 86° 36' 07" E, leaving the proposed northerly right-of-way line of Arterial 12, 190.04 feet to an iron rod set;
- 7) S 78° 22' 36" E, 231.32 feet to an iron rod set;
- 8) S 59° 29' 28" E, 205.87 feet to an iron rod set;
- 9) N 88° 01' 34" E, 159.73 feet to an iron rod set;
- 10) S 76° 35' 23" E, 320.77 feet to an iron rod set;
- 11) S 76° 23' 17" E, 292.11 feet to an iron rod set;
- 12) S 68° 24' 32" E, 247.83 feet to an iron rod set;
- 13) N 39° 47' 54" E, 156.10 feet to an iron rod set;
- 14) N 78° 08' 04" E, 140.11 feet to an iron rod set;
- 15) N 57° 22' 30" E, 152.38 feet to an iron rod set;

- 16) S 88° 48' 15" E, 228.05 feet to an iron rod set;
- 17) S 64° 46' 31" E, 257.96 feet to an iron rod set;
- 18) S 55° 29' 47" E, 9.75 feet to an iron rod set in the aforesaid common line between the 870.9456 acre tract and the 285.4585 acre tract;

THENCE, S 24° 28' 33" W, with the said common line between the 870.9456 acre tract and the 285.4585 acre tract, 132.86 feet to an iron rod found;

THENCE, S 22° 32' 08" W, continuing along the said common line between the said 870.9456 acre tract and the 285.4585 acre tract, 850.37 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 44.0991 acres of land area.

That I, Gregory A. Way, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 13th day of September 1988, A.D.



Gregory A. Way
Gregory A. Way
Registered Public Surveyor
No. 4567 - State of Texas

93

CITY OF AUSTIN
V.9495/P.281

**400 AC.
GEORGE BARKER
V.409/P.150**

**PROPOSED 7.6108 ACRE
VELOWAY EASEMENT**

**EXISTING
OVERHEAD ELEC.
& TELE. LINES**

PROPOSED 0.0402 ACRE
20' WIDE W.W. EASEMENT

EXISTING
42" W.W. LINE

PARCEL "D"

Parkland To Be Donated To City of Austin

EXHIBIT 'A'
Page 9 of 16

EXHIBIT "A"
Page 10 of 16

7.6108 Acres
Velovay Phase 1

Samuel Hamilton Survey No. 16
January 26, 1989
88526.10/3320

PARCEL "D"

STATE OF TEXAS ;
 ;
COUNTY OF TRAVIS ;

FIELDNOTE DESCRIPTION of a 7.6108 acre tract out of the Samuel Hamilton Survey No. 16, Travis County, Texas, being a portion of that 870.9436 acre tract conveyed to Circle C Development Corporation by deed recorded in Volume 9197, Page 385 of the Deed Records of Travis County, Texas. The herein described tract is more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found for the most southerly corner of that 285.4383 acre tract conveyed to the City of Austin by deed recorded in Volume 9493, Page 281 of the said deed records, being an easterly corner of the said 870.9436 acre tract and a point in the westerly line of that 400 acre tract conveyed to George Barker by deed recorded in Volume 409, Page 158 of the said deed records;

THENCE, S 30° 14' 34" W, with the easterly line of the said 870.9436 acre tract, being the westerly line of the 400 acre tract, 810.88 feet to an iron rod set for the most southerly corner of the herein described tract from which the most southerly corner of the said 870.9436 acre tract bears, S 30° 14' 34" W, 1346.05 feet;

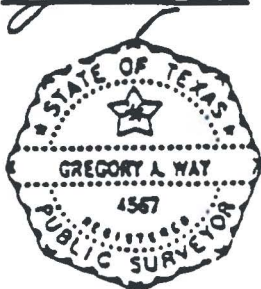
THENCE, leaving the said westerly line of the said 400 acre Barker Tract, across the said 870.9436 acre tract for the following four (4) courses:

- 1) N 59° 43' 06" W, 260.00 feet to an iron rod set;
- 2) N 00° 10' 10" E, 627.06 feet to an iron rod set;
- 3) S 85° 21' 16" E, 178.71 feet to an iron rod set;
- 4) N 14° 17' 45" E, 122.72 feet to an iron rod found in the aforesaid southerly line of the said 285.4383 acre tract, being the northeasterly line of the 870.9436 acre tract and most northerly corner of the herein described tract;

THENCE, S 69° 02' 08" E, with the common line between the said 870.9436 acre tract and the 285.4383 acre tract, 452.78 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 7.6108 acres of land area.

That I, Gregory A. Way, a Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

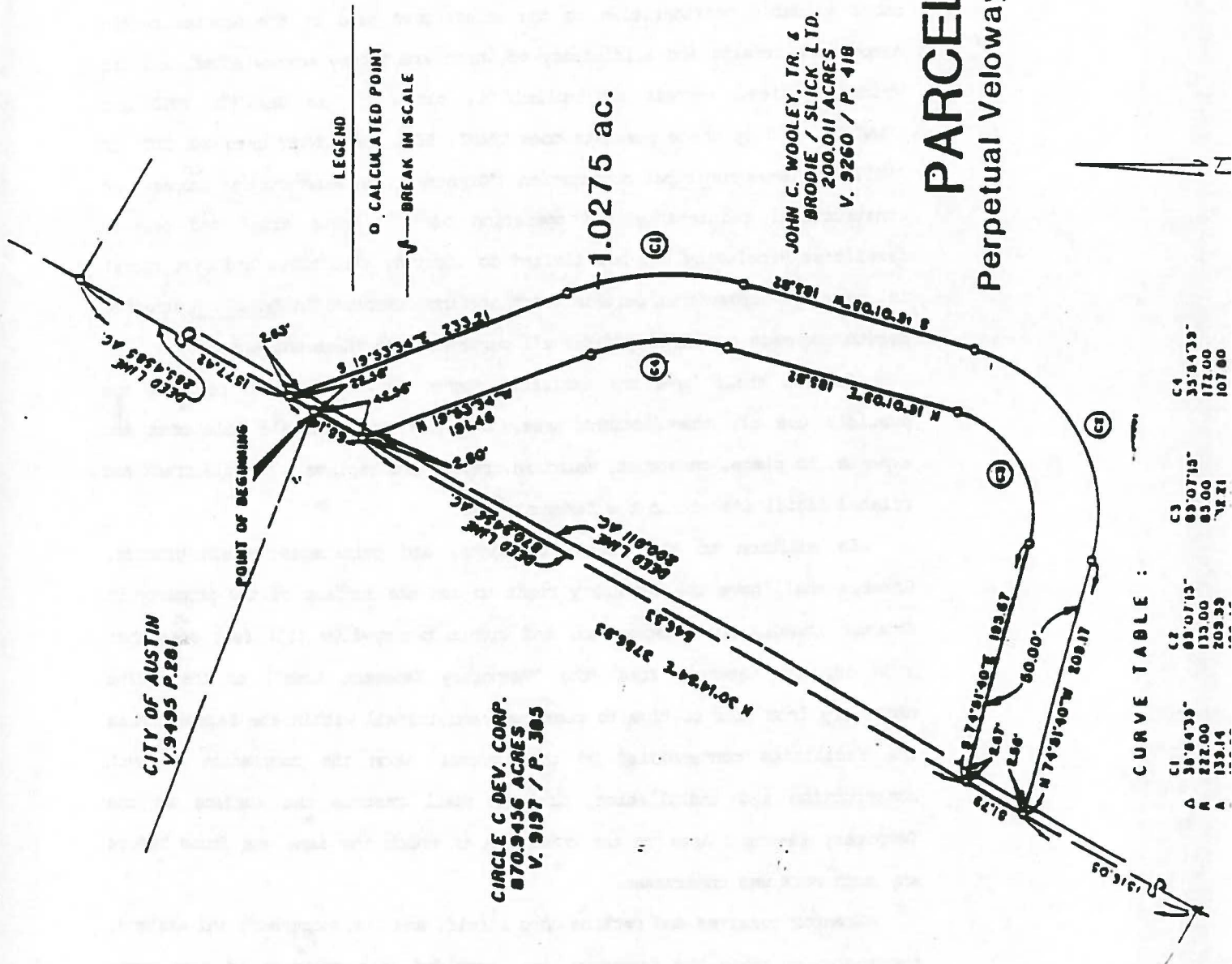
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 26th day of January 1989, A.D.



Gregory A. Way
Registered Public Surveyor
No. 4567 - State of Texas

PARCEL "E"

Perpetual Veloway Easement



DOC. NO.

FILM CODE

90025197

EASEMENT AGREEMENT

00004577595

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

11:13 AM 12/17
KNOW ALL PERSONS BY THESE PRESENTS:

THAT BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto THE CITY OF AUSTIN, a Texas municipal corporation ("Grantee"), an easement for purposes of construction, maintenance and operation of a bicycle track and related facilities (including but not limited to lighting structures and rest stops) in, over and across that certain tract of land described in Exhibit A attached hereto and made a part hereof for all purposes (the "Easement Area").

Grantee shall have the exclusive right (i) to use, and regulate the public's use of, the Easement Area, and (ii) at Grantee's sole cost and expense, to place, construct, maintain, repair and replace a bicycle track and related facilities within the Easement Area.

In addition to the easement, rights, and privileges herein granted, Grantee shall have the temporary right to use the surface of the property of Grantor immediately adjacent to, and within twenty-five (25) feet of either side of, the Easement Area (the "Temporary Easement Area") to the extent necessary from time to time to construct and install within the Easement Area the facilities contemplated by this grant. Upon the completion of such construction and installation, Grantee shall restore the surface of the Temporary Easement Area to the condition in which the same was found before any such work was undertaken.

Grantor reserves and retains unto itself, and its successors and assigns, the right to cross the Easement Area, provided that exercise of such right does not interfere with or interrupt enjoyment of the easement rights and privileges herein granted. In the event that Grantor's crossing the Easement Area pursuant to the foregoing reservation of rights causes damage to the track constructed in the Easement Area by Grantee pursuant to this Easement

96

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11150 0288

EXHIBIT 'A'
Page 13 of 16

Agreement, Grantor shall restore such damage to the condition in which the same were found before such damage, which restoration shall be contemplated as promptly as possible.

This conveyance is made and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent and only to the extent, that the same may still be in force and effect and either shown of record in the office of the County Clerk of Travis County, Texas, or that may be apparent on the Property.

EXECUTED this 23rd day of January, 1990.

BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation

By: [Signature]
Its: President
John L. Wooley

Grantee's Address:

THE CITY OF AUSTIN
P.O. Box 1088
Austin, Texas 78767-1088
Attn: Real Estate Serv. Div.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 23rd day of January, 1990, by John L. Wooley, President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

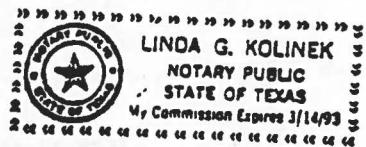
My Commission Expires:

[Signature]
Notary Public, State of Texas
Print Name: _____

After Recording Return To:

~~David S. Caudill~~
~~Graves, Dougherty, Hearon & Moody~~
~~2300 NCHS Tower~~
~~515 Congress Avenue~~
~~Austin, Texas 78701~~

CITY OF AUSTIN
P.O. BOX 1088
AUSTIN, TEXAS 78767-1088
ATTN: REAL ESTATE SERV. DIV.
FILE #3158 (JMP)



STATE OF TEXAS ;
 ;
COUNTY OF TRAVIS ;

DESCRIPTION, based on record information of a 1.0275 acre, 50' wide, Veloway Easement out of the Samuel Hamilton Survey No. 16, Travis County, Texas, being a portion of that 200.011 acre tract conveyed to John C. Wooley, Trustee and Brodie/Slick Ltd., by deed recorded in Volume 9260, Page 418 of the Deed Records of Travis County, Texas. The herein described Veloway Easement is more particularly described by metes and bounds as follows:

BEGINNING at a point for the most southerly corner of that 285.4585 acre tract conveyed to the City of Austin by deed recorded in Volume 9493, Page 281 and an easterly northeast corner of that 870.9456 acre tract conveyed to Circle C Development Corporation by deed recorded in Volume 9197, Page 335, both of the Deed Records of Travis County, Texas;

THENCE, N 30° 14' 54" E, leaving the northeasterly line of the said 870.9456 acre tract, with the easterly line of the 285.4585 acre tract, 22.33 feet to a point for the most northerly corner of the herein described tract;

THENCE, S 19° 53' 34" E, leaving the said easterly line of the said 285.4585 acre tract, at 2.83 feet pass a point in the westerly deed line of the aforesaid 200.011 acre tract from which the most westerly/northwest corner of the aforesaid 200.011 acre tract, being the southwest corner of that 25.00 acre tract conveyed to George Barker by deed recorded in Volume 3183, Page 5.1 of the said deed records bears N 30° 25' 33" E, 145.72 feet, N 31° 24' 47" E, 48.74 feet and N 29° 55' 17" E, 332.46 feet, for a total distance of 233.21 feet to the point of curvature of a curve to the right;

THENCE, continuing across the said 200.011 acre tract for the following four (4) courses:

- 1) with the said curve to the right having a central angle of 35° 54' 39", a radius of 222.00 feet, a chord of 136.88 feet (chord bears S 01° 56' 15" E) for an arc distance of 139.14 feet to the point of tangency;
- 2) S 16° 01' 05" W, 185.82 feet to the point of curvature of a curve to the right;
- 3) with the said curve to the right having a central angle of 39° 00' 15", a radius of 135.00 feet, a chord of 189.45 feet (chord bears S 60° 34' 43" W) for an arc distance of 209.99 feet to the point of tangency;
- 4) N 74° 51' 40" W, -at 206.59 feet pass a point in the westerly deed line of the aforesaid 200.011 acre tract, for a total distance of 209.17 feet to the most westerly corner of the herein described tract and a point in the easterly line of the said 870.9456 acre tract from which the southeast corner of the 870.9456 acre tract bears S 30° 14' 54" W, 1516.05 feet;

THENCE, N 30° 14' 54" E, with the easterly line of the said 870.9456 acre tract, 51.79 feet to a point;

THENCE, leaving the easterly line of the said 870.9456 acre tract, across the said 200.011 acre tract for the following five (5) courses:

- 1) S 74° 51' 40" E, at 2.67 feet pass the westerly deed line of the said 200.011 acre tract, for a total distance of 195.57 feet to the point of curvature of a curve to the left;
- 2) with the said curve to the left having a central angle of 39° 00' 15", a radius of 85.00 feet, a chord of 119.28 feet (chord bears S 60° 34' 43" E) for an arc distance of 132.21 feet to the point of tangency;
- 3) N 16° 01' 05" E, 185.82 feet to the point of curvature of a curve to the left;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11150 0290

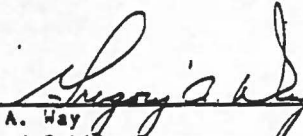
- 4) with the said curve to the left having a central angle of $35^{\circ} 54' 39''$, a radius of 172.00 feet, a chord of 106.05 feet (chord bears $N 01^{\circ} 56' 15'' W$) for an arc distance of 107.80 feet to the point of tangency;
- 5) $N 19^{\circ} 53' 34'' W$, at 188.66 feet pass a point in the westerly deed line of the 200.011 acre tract, for a total distance of 191.46 feet to a point in the easterly line of the aforesaid 870.9456 acre tract;

THENCE, $N 30^{\circ} 14' 54'' E$, with the easterly line of the said 870.9456 acre tract, 42.56 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 1.0275 acres of land area.

That I, Gregory A. Way, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined from record information and does not represent an actual on the ground survey.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 19th day of December, 1988, A.D.




Gregory A. Way
Registered Public Surveyor
No. 4567 - State of Texas



STATE OF TEXAS
GREGORY A. WAY
4567
REGISTERED
PUBLIC SURVEYOR

ESEI		CAPTION CLASSIFIED EXCLUDED UNCLASSIFIED	
1150 Campbell St., Suite 200, San Francisco, CA 94109		Date Recd: _____ Time Recd: _____	
Phone: (415) 774-1000		Fax: _____	
Model No. 10 / CPM		Serial No. 1000	
Job No. 8852-10		Date Nov. 1988	
Call for CIRCLE		Page 15 of 15	